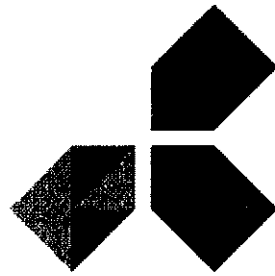


**PROGRAM YEAR 2023 RELATED PARTY CONTRACTS**

| <b>AGENCY</b>                 | <b>BEGIN DATE</b> | <b>LENGTH</b> | <b>AMOUNT</b> | <b>EXPIRES</b> |
|-------------------------------|-------------------|---------------|---------------|----------------|
| College of Central FL         | 7/1/2023          | 6/30/2024     | \$400,000.00  |                |
| School Board Levy County      | 7/1/2022          | 6/30/2023     | \$10,000.00   |                |
| Citrus County Chamber         | 7/1/2023          | 6/30/2024     | \$20,000.00   |                |
| School Board of Marion County | 7/1/2022          | 6/30/2023     | \$50,000.00   |                |
| A&M                           | 7/1/2023          | 6/30/2024     | \$20,000.00   | 6/30/2024      |
| Key Training Center           | 7/1/2023          | 6/30/2024     | \$20,000.00   | 6/30/2024      |
| Ocala Housing Authority       | 7/1/2023          | 6/30/2024     | \$20,000.00   | 6/30/2024      |
| ANCORP                        | 7/1/2023          | 6/30/2024     | \$20,000.00   | 6/30/2024      |



**CareerSource**  
CITRUS | LEVY | MARION

**MASTER WORKFORCE SERVICES CONTRACT**

**BETWEEN THE**

**CITRUS LEVY MARION REGIONAL  
WORKFORCE DEVELOPMENT BOARD, INC. (CLMRWDB)**

**d/b/a**

**CAREERSOURCE CITRUS LEVY MARION**

**AND THE**

**THE SCHOOL BOARD OF MARION COUNTY, FLORIDA**

Equal Opportunity Statement - CareerSource Citrus Levy Marion is 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. If you need accommodations, please call 352-840-5700, ext. 7878 or e-mail [accommodations@careersourceclm.com](mailto:accommodations@careersourceclm.com) at least three business days in advance. Additionally, program information may be made available in Spanish upon request. A proud partner of the American Job Center Network.

Stevens Amendment -CareerSource Citrus Levy Marion is supported by the Employment and Training Administration of the U.S. Department of Labor as part of an award totaling \$6,200,000.00 with no percentage financed from non-governmental sources.

Contract #SBMC PY23-04 July 1, 2023

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# **MASTER WORKFORCE SERVICES CONTRACT**

Between the

Citrus Levy Marion Regional Workforce Development Board,  
Inc. (CLMRWDB)

d/b/a

CareerSource Citrus Levy Marion

And

The School Board of Marion County, Florida

**WHEREAS** this Contract, entered into by and between the Citrus Levy Marion Regional Workforce Development Board, Inc., d/b/a CAREERSOURCE CITRUS LEVY MARION, hereinafter referred to as CLMRWDB, a not for profit corporation, under the laws of Florida, hereinafter referred to as "Grantee"; and The School Board of Marion County, Florida, hereinafter referred to as "Contractor."

**WHEREAS**, the Grantee is legally empowered to Contract for delivery of employment and training services under the Workforce Innovation and Opportunity Act, hereinafter referred to as WIOA and 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 Contracts period of services shall begin on the date last signed by the parties and will expire at the end of the business day on June 30, 2024. All Contract cost must be incurred between these dates. The parties may renew this Agreement for three (3) additional one-year periods contingent upon funding received by CLMRWDB and the satisfactory performance of the Contractor.

**WHEREAS**, the Grantee wishes to engage the Contractor in the following workforce and/or workforce related services:

- Workforce training to support business needs
- Outplacement services
- Facility usage for workforce events
- Specialized training in support of various Grantee grants and
- Class-size training if authorized
- Support services, such as printing and graphic arts
- Assessment services

**WHEREAS** the Contractor has expressed an intent and demonstrated an ability and capability to provide these services.

**WHEREAS**, the Contractor agrees to be the responsible administrator for services described herein.

**WHEREAS**, this Master Contract initiates the contractual obligation for a total amount not to exceed **\$50,000.00** which shall be reimbursed by the Grantee for the provision of services as outlined in the schedules of service/service agreements.

**WHEREAS**, the total Contract value of the Master Contract will be obligated in separate, individual schedules of service/service agreements, which shall be appended hereto. This agreement provides the authority to Grantee to engage in future service/service agreements and does not specify what those may be at this time.

**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 or additional schedule of service/service agreement is initiated 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 Marion 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.

## **I. 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 Grantee 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 Grantee may make a unilateral modification to this Contract at any time; however, the provisions of this agreement may only be amended, supplemented, waived or changed in writing with specific reference to this Agreement which is signed by both parties.
- e. 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 Grantee to a new Administrative Entity/Grant Recipient.
- f. The total amount reserved in this Master Contract cannot be exceeded through individual scheduled of service/service agreements without a modification,

## **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 Grantee 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. The Grantee will notify the Contractor of the unilateral amendment and provide a copy for their records. In the event a unilateral amendment cannot be complied with by the Contractor, then the Contract will be terminated for convenience.

## **3. Changes**

The Grantee may, from time to time, request with the consent of the Contractor, additional services authorized under this Master Contract through individual schedules of service/service agreement, and these shall be incorporated into this Master Contract.

At any time after the completion of each quarter of operation under this Contract, the Grantee may remove from the total cost as set forth in this Contract and reallocate to other WIOA and/or WTP activity, any such funds, which the Grantee determines, will remain unspent upon the expiration of the term of this Contract. Such removal shall be accomplished after consultation with the Contractor, by written amendment hereto, with or without any subsequent execution of written agreement of the Contractor but with its consent as granted by execution hereof.

## **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 Grantee 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.

- e. Contracts with Board Members – Any agreement between the Citrus Levy Marion Regional Workforce Development Board, Inc., and an organization or individual represented on the Citrus Levy Marion Regional Workforce Development Board Inc. 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 agreement is rejected by a vote of the Board.

## **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 Chief Executive Officer, Grantee, 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 Chief Executive Officer, Grantee, 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 Grantee is concerned.

The Contractor may not assign this Contract in whole or part to any third party unless provided for in writing by the Grantee 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 Grantee may deem necessary, the Contractor shall make available to the Grantee for Examination, all of its records with respect to all matters covered by this Contract. The Grantee, 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, and 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 or subcontractor's personnel for the purpose of interviews and discussions related to such documents (Contracts).

- a. The Grantee 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 Grantee reserve the right to withhold any or all of its funding to the Contractor until they do meet these standards.
- b. The Grantee 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 Grantee may require the Contractor to use any or all of the Grantee's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of all fiscal matters relating to this Contract.
- d. The Grantee 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 Grantee 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 Grantee.
- g. Subject to the discretion of the Grantee, certain authorized members of the Grantee 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 Grantee.
- 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 Grantee. Contractors requiring annual audits will submit to the Grantee 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 Grantee 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 Grantee. 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 to endanger performance, the Grantee 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 Grantee for correction of the deficiencies. If the Contractor does not respond within the appointed time, or does not respond with appropriate plans, the Grantee 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 Grantee'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 Grantee, 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 Grantee will perform program and administrative monitoring as often as deemed necessary, but at least annually.

The Grantee will issue a written monitoring report to the Contractor when deficiencies are noted. The Contractor shall have twenty (20) working days in which to respond, in writing, with a plan agreeable to the Grantee for correction of the deficiencies. If the Contractor does not respond within the appointed time, or does not respond with appropriate plans, the Grantee may terminate this Contract for cause or convenience as provided for herein.

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

Grantee 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

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any part of a program of the Contractor is conducted or in which any of the records of the Contractor are kept.

- a) The Grantee, 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 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 Grantee. The Grantee 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) De-obligating Contract funds; or
  - 5) Terminating or suspending this Contract.

If the Contractor determines that the program described in this Contract is not functioning as intended, the Contractor shall notify the Grantee 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) GS1-L, the Contractor will retain all records pertinent to the Contract including financial, statistical, property, participant, and supporting documentation as follows:

- a) Five (5) 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) 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.
- d) If the Contractor is not able to retain the necessary participant and financial records, it shall transfer such records to the Grantee. Such records shall be transmitted to the Grantee for acceptance in an orderly fashion, with documents properly labeled and filed and in an acceptable condition for storage.

**Rights of Inspection:** The Grantee 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 Grantee representatives, or any person seeking inspection of the Contractor's records pursuant to the Florida Public Records Law, Chapter 119, Florida Statutes.

Program participant confidentiality will be maintained in accordance with the following policy:

1. Records will be maintained in a safe, secure and locked filing system.
2. Only persons having a need to consult or handle records will be authorized to access records.
3. Sign-out procedures will be used for checking records in and out including acknowledgment of responsibility for the records by the person checking them out.
4. Officials will be restricted to gathering information on participants/applicants to the extent provided for by the Law.
5. Officials will be allowed access to records as provided for in law, rule or official policy and information contained in records will be disclosed to properly authorized officials as provided for in the Law.
6. Records will be released to unauthorized or unofficial parties only
  - under a court issued subpoena or lawful order as part of a court proceeding or as part of an investigation; or
  - at the request of, and on the express written consent of, the participant/applicant, notwithstanding provisions of Chapter 119, Florida Statutes.

Additionally, the Contractor will transmit a copy of all documents generated on any participant to the Central Records Unit of the One Stop System Provider, CareerSource Citrus Levy Marion, for inclusion in the CRU Master Participant File, including but not limited to: Assessment records, training certifications, MIS forms, etc. Once the customer record is considered closed, all records must be transmitted to the Central Records Unit.

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 Grantee representatives.

This clause shall be inserted by the Contractor in agreements with its subcontractors, if any. Grantee will provide the Contractor appropriate notice of its intent to gain access to the Contractor's records, except that Grantee 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:

1. Cash Receipts
2. Cash Disbursements
3. Payroll
4. Personnel
5. Purchasing
6. Subsidiary Ledgers and Journals
7. Bonding/Employee Dishonesty Insurance – The Contractor's 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.
8. Cost Allocation Plan
9. Equipment and Property – An annual inventory of these items will be taken and certified to the Grantee. All items having an acquisition unit cost of \$500.00 or more with a useful life of one year.

## **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 sub recipient 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 contractors 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 Grantee.

The Contractor understands and agrees that Grantee 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.

Grantee may withhold payments in whole or part pending the results of actions taken to terminate for cause is invoked.

## **11. Documentation Required for Reimbursement**

The Contractor will maintain procedures and systems that will account for individuals and services served under the Contract, the Contract services provided to individuals, the relationship between individuals served and services provided; and Contract expenditures. 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 Grantee.

## **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 31<sup>st</sup> of the contract period.

- a. The Contractor shall establish and maintain an auditable system, in accordance with recognized accounting practices and the Grantee 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 Grantee's designated formats and schedules. The Contractor shall maintain records specified by the Grantee and retain such reports for three (3) 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 Grantee shall make payments to the Contractor within forty-five (45) days of written receipt and acceptance of each invoice by the Grantee's fiscal manager. Failure to comply with invoicing requirements may result in a delay of reimbursement.
- c. Contractors may request cash advances for up to two weeks of projected expenditures. The Contractor to the Grantees' finance department shall submit the cash advance request. Contractors receiving cash advances will be required to submit monthly financial reports detailing the expenditures of the advance.
- d. The Grantee shall supply such items of equipment as may be reasonable and necessary, as determined by the Grantee, 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 (2 CFR Part 200) and the Grantee'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 \$750 or more per item) are to be accounted for and reported to Grantee in writing. Such items shall be the property of the Grantee and the Contractor shall promptly deliver the same to the Grantee 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 commingling 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 Grantee'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 Grantee 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 in both Exhibit II, the Statement of Work/Scope of Work, Performance Requirements if these conditions apply.

### **14. Program Income**

Contractor hereby agrees to report quarterly any WIOA and/or WTP income earned as a result of the above-cited Contract for WIOA and/or WTP services. Such program income will be reported to CLMRWDB for the purpose of complying with Regulations. Program income shall be used in accordance with WIOA and/or WTP Regulations. The use of such income will be reported to CLMRWDB as a quarterly expense. Any program income not expensed by the termination date of this Contract will be repaid to CLMRWDB so that it may comply with the requirements of the State (FMA-94-03R) in its disposition.

If such program income is generated, Contractor will submit a plan to CLMRWDB for the use of such income. Contractor agrees to use program income only in accordance with a plan approved by CLMRWDB. CLMRWDB will not unreasonably withhold its approval provided the plan is consistent with 20 CFR 627.450 or FMA-94-03R and the purpose contained in the original Contract cited above.

### **15. Cost Allocation**

All costs under this contract must be properly allocated to WIOA and/or WTP funding sources. All time must be allocated using a procedure approved by CLMRWDB Finance and Audit

Manager. A cost allocation plan must be submitted to CLMRWDB Finance and Audit Manager for approval prior to use.

## **16. Availability of Funds**

The Grantee 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 Grantee.

## **17. Procurement**

Procurement of property, goods and services from Contract funds shall be governed by Grantee's Procurement Policy or the Contractor's procurement policy and practices, provided they are consistent with the Office of Management Budget OMB Circular (2 CFR Part 200). A copy of the Grantee'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 Grantee. Compliance shall be the express requirement of the Contractor.

## **18. 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 Grantee shall present, in writing, shall be sufficient basis for termination by the Grantee.

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 Workforce Innovation and Opportunity Act (Section 101) and any revisions thereto; and
- b. The Workforce Innovation and Opportunity Act; Interim Final Rule and resulting Final Rule; and
- c. Workforce Florida Act of 1996 (FS Section 288.9950) and any revisions thereto; and
- d. The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Public Law 104.193) and any revisions thereto; and
- e. Florida's Workforce Innovation Act of 2000, WTP including rules and regulations promulgated under the Act and any regulations and revisions thereto; and

- f. Florida State rules, policies and procedures established pursuant to the authority granted the State under WIOA and any changes thereto; and,
- g. The in-effect Workforce Services/WIOA Plan which includes the Workforce Innovation and Opportunity Act , Wagner-Peyser Act and Welfare Transition Program for Region 10 and any modifications or changes thereto, and all applicable policies issued by the CLMRWDB.

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.

Grantee 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.

## **19. 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.
- c. The Contractor understands and further assures that it will adhere to and comply with any and all applicable administrative requirements and information; general specifications; and, performance driven cost reimbursement Contracting manual requirements set forth in the Request for Proposals (RFP) package.

## **20. 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 (WIOA) 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, color, religion, gender, pregnancy, national origin, age, handicap, 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 Grantee 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 Grantee 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 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;
  - 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 based on sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements, the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant 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 (Public Law 105-220) Section 8 (b).
- 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.

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.

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- 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, color, religion, gender, pregnancy, national origin, age, handicap, or marital status 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, color, religion, gender, pregnancy, national origin, age, handicap, or marital status 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 Grantee with employment data and such other information as the Grantee may require regarding the Contractor's hiring practices in conjunction with this Contract.

## **21. Complaints and Grievances**

The Contractor, as a sub-recipient of WIOA and/or WTP funds, shall follow the Grantee'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.

## **22. Artificial Barriers**

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

## **23. 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.

## **24. 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.

## **25. 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.

## **26. Sectarian Activities**

Participants in the program will not be employed in the construction, operation, or maintenance of any facility that is used for Sectarian instruction or worship.

## **27. Child Labor**

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

## **28. Indemnification and Insurance**

Grantee 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 Grantee's coverage, the Contractor must maintain a minimum of \$1,000,000 in liability insurance, and annually provide a copy to Grantee 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 grantee, 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. Nothing in this agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

## **29. Theft or Embezzlement of Employment and Training Funds**

The Grantee and 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.

## **30. 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.



### **31. 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 and Federal Water Pollution Control Act, and to report any violations of said standards, orders or regulations to the Grantee 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 that 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 Plan.

### **32. Performance Requirements**

Performance requirements for the Contractor are contained in Exhibit II (If stipulated). If not stipulated will be marked "Intentionally Left Blank".

### **33. 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.

### **34. Programmatic Participant Records Management**

Participant case files will be maintained by the Career Specialist in the Automated Tracking Linking Archiving System (ATLAS). All information from the participant files will be uploaded to the ATLAS system as received and updated as changes to participation occur. Once all original documentation for the participant file has been uploaded and verified for accuracy into the ATLAS system, the original can be shredded after a 45-day period. It is the responsibility of the Career Specialist assigned to that participant's case management to verify that all documents have been properly uploaded before originals can be shredded. Participant files will include copies of certifications, counseling notes, recommendations for changes to the Individual Service Strategy (ISS), Individual Employment Plan (IEP), or Individual Responsibility Plan (IRP), fund coordination, closure information and any backup documentation as well as general information about the specific participant.

### **35. Financial Assistance Procedures (Pell Grant, HEA, et al)**

Case Management or Training Services, provided by Contractor must ensure every participant apply for Pell Grants and other HEA funding/assistance and to reconcile all funding received to insure non-duplication of payments for services. This includes, but is not limited to retaining a copy of the initial application(s) for Pell Grants and/or HEA funding in each participant file and documentation of these actions in the Individual Responsibility Plan (IRP), Individual Employment Plan (IEP), or Individual Service Strategy (ISS). The Contractor that provides case management or training services will follow Grantee, OPS-27.

### **36. Sanctions**

In accordance with 20 CFR 97.36(l)(1), CLMRWDB 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 – CLMRWDB 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 CLMRWDB'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, CLMRWDB 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 CLMRWDB's Bidder List;
  - 5. Disallowing claims, payments or costs;
  - 6. De-obligating 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.

### **37. Labor Standards - Displacement Prohibitions**

WIOA Section 181(b) (2), states:

- 1. Displacement:
  - a. Prohibition.--A participant in a program or activity authorized under this title (referred to in this section as a "specified activity") shall not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).

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- b. Prohibition on impairment of contracts.--A specified activity shall not impair an existing contract for services or collective bargaining agreement, and no such activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
- 2. Other prohibitions.--A participant in a specified activity shall not be employed in a job if—
  - a. any other individual is on layoff from the same or any substantially equivalent job;
  - b. the employer has terminated the employment of any regular employee or otherwise reduced the workforce of the employer with the intention of filling the vacancy so created with the participant; or
  - c. the job is created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals (as of the date of the participation).
- 3. Health and safety.--Health and safety standards established under Federal and State law otherwise applicable to working conditions of employees shall be equally applicable to working conditions of participants engaged in specified activities. To the extent that a State workers' compensation law applies, workers' compensation shall be provided to participants on the same basis as the compensation is provided to other individuals in the State in similar employment.
- 4. Employment conditions.--Individuals in on-the-job training or individuals employed in programs and activities under this title, shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work.
- 5. Opportunity to submit comments.--Interested members of the public, including representatives of businesses and of labor organizations, shall be provided an opportunity to submit comments to the Secretary with respect to programs and activities proposed to be funded under subtitle B.
- 6. No impact on union organizing.--Each recipient of funds under this title shall provide to the Secretary assurances that none of such funds will be used to assist, promote, or deter union organizing."

The Contractor agrees to take all appropriate steps to insure that no funds are used in contravention of the provisions cited above.

### **38. Notices**

Transmittal of notices regarding this contract from the Contractor to the Grantee shall be made in writing detailing information that affects 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.

### **39. 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).

### **40. Headings**

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

### **41. 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.

### **42. 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.

### **43. 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 Grantee 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 Grantee, become the Grantee'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 Grantee for damages sustained by the Grantee by virtue of any breach of the Contract by the Contractor, and the Grantee may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Grantee from the Contractor is determined.

It is expressly agreed that the Grantee'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.

#### **44. 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 Grantee whenever the Grantee determines that such termination or suspension is in the best interest of the Grantee and the CLMRWDB. Termination of work hereunder shall be effective 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 Grantee in the matter, at the time and to the extent directed by the Grantee, all of the rights, title, and interest of the Contractor under the orders and Sub-Contracts so terminated.

#### **45. Counterparts to the Contract**

This Contract will be executed in two exact counterparts by original signature of the parties' representatives. Grantee will furnish the Contractor with one of the two originally executed counterparts.

#### **46. As specified in the Sarbanes-Oxley Act of 2002 and Section 1553, Federal Acquisition Regulation Case 2009-012**

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).

#### **47. Reporting of Additional Funding Sources**

Upon acceptance of a Workforce grant award, Contractor accepts responsibilities involving the management and administration of programmatic, financial and reporting aspects of the grant project. Communication and coordination between the Grantee and Contractor is essential for a successful grant project. Contractor is responsible to immediately notify Grantee of all additional funding received, directly or indirectly, and the sources that have a significant impact on Workforce grant-supported projects/activities.

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.

#### **48. 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 Grantee's policy LOP-WC-025 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.

#### **49. 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 sub grant or contract under the grant or sub grant; and (b) any rights of copyright to which the grantee, sub grantee 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 must be used in accordance with the provisions of this grant award and 2 CFR 200.307

## **50. Priority of Service**

Section 134(c) (3) (E) of WIOA establishes a priority requirement with respect to funds allocated to a local area for adult employment and training activities. Under this section, one-stop center staff responsible for these funds must give priority to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient in the provision of individualized career services, and training services. Under WIOA, priority must be provided regardless of the level of funds. WIOA also expanded the priority to include individuals who are basic skills deficient as defined in WIOA section 3(5).

## **51. 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)

## **52. Marketing and Communications**

All marketing and instructional materials produced under this agreement should recognize that the program is a partnership between Contractor and Grantee under a grant through the US Department of Labor.

## **53. Required Language on Products Developed With Grant Funds**

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

"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the recipient 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 product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner."

## **54. Restrictions on Food and Beverage Cost**

As a sub recipient of federal and state financial assistance ("grants"), which are provided to the Contractor by CareerSource Citrus Levy Marion 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 Agency for Workforce Innovation 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)."

## **55. Restrictions on Contracts with Grantee Board Members**

Any agreement between the CLMRWDB and an organization or individual represented on the Grantee'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.

**56. 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 sub agreements.

## **57. 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.

## **58. 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                             |
| ATLAS | Automated Tracking Linking Archiving System                           |
| AWI   | Agency for Workforce Innovation                                       |
| CBO   | Community Based Organization  |
| CCF   | College of Central Florida  |
| CEO   | Chief Elected Official  |
| CFDA  | Catalog of Federal Domestic Assistance                                |
| CFR   | Code of Federal Regulations   |
| CIP   | Classification of Instructional Program                               |

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|          |  |
|----------|--|
| CLMRWDB  | Citrus Levy Marion Regional Workforce Development Board        |
| CRT      | Classroom Training   |
| CSCLM    | CareerSource Citrus Levy Marion                                |
| CSWEX    | Community Service Work Experience                              |
| DCF      | Department of Children & Families                              |
| 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       | Economic Development   |
| EDC      | Economic Development Council                                   |
| EEO      | Equal Employment Opportunity                                   |
| EEOC     | Equal Employment Opportunity Commission                        |
| EER      | Entered Employment Rate (Job Placement Rate)                   |
| 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 |
| FSET     | Food Stamps Employment & Training Program                      |
| FY       | Fiscal Year  |
| GED      | General Equivalency Diploma                                    |
| HEA      | Higher Education Act   |
| IEP      | Individual Employment Plan                                     |
| IRP      | Individual Responsibility Plan                                 |
| IS       | 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                                 |
| MSA      | Metropolitan Statistical Area                                  |
| MTC      | Marion Technical College                                       |
| 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                                  |
| OS       | Out of School  |
| OSMIS    | One Stop Management Information System                         |

|      |  |
|------|--|
| OST  | Occupational Skill Training              |
| OY   | Older Youth                              |
| RFB  | Request for Bid                          |
| RFP  | Request For Proposal                     |
| RFQ  | Request for Quotation                    |
| RR   | Rapid Response                           |
| SBMC | School Board of Marion County            |
| SIC  | Standard Industrial Code                 |
| 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                            |
| WTC  | Withlacoochee Technical College          |
| WTP  | Welfare Transition Program               |
| WtW  | Welfare to Work                          |
| YY   | Younger Youth                            |
| YB   | Youth Build                              |

## **STATEMENTS/CERTIFICATIONS**

The undersigned agree to the following certifications

Remainder of page left blank

**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. Diane V. Gullett, Ed.D./Superintendent

Typed Name/Title of Signee

*Diane V. Gullett*

Signature

1614 E. Fort King Street, Ocala, FL 34471

Address

352-671-7700

Telephone

Date

2. Gary Smallridge/Marion Technical College

Typed Name/Title of Signee

*Gary Smallridge*

Signature

1014 Southwest 7<sup>th</sup> Road, Ocala, FL 34471

Address

352-671-7200

Telephone

Date

*8/9/2023*

- 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.

Allison Campbell  
Signature

Allison Campbell, DSC, Board Chair  
Name of Official (Type or Print)

8/22/23  
Date

The School Board of Marion County, Florida  
Company Name

1614 E. Fort King Street  
Business Address

Ocala, FL 34471  
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 |
|------|-------------------|----------------|
|      |                   |                |
|      |                   |                |
|      |                   |                |

## CONTRACTOR DISCLOSURE AND CERTIFICATION

For the purposes of the contract between Grantee and, Contractor, the following disclosure is made:

The principals\* and owners\* of the contracting entity:

  X   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 attached)

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.

## **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.

## **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 sub awards at all tiers (including Subcontracts, sub grants and Contracts under grants, loans, and cooperative agreements) and that all sub recipients 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.

### **CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

The undersigned authorized representative of the Contractor hereby makes the following certification with respect to the execution of responsibilities assigned to the CLMRWDB by WIOA and the Drug-Free Workplace Act of 1988, 41 U.S.C.702 et seq., and 2 CFR 182. 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).

**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 Florida

COUNTY OF Marion

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

*Allison Campbell*


1. The business address of The School Board of Marion County, Florida (Contractor) is 1614 E. Fort King Street, Ocala, FL 34471
2. My relationship to (Contractor) is Board Chair (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.


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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 vendor list. The name of the convicted person or affiliate is

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

Signature/Date Allison Campbell, DSC, Board Chair

  
 \_\_\_\_\_  
 Notary Public  
 \_\_\_\_\_  
 9/12/2023  
 \_\_\_\_\_  
 My Commission Expires

 Notary Public State of Florida  
Jeremy T Powers  
My Commission GG 912449  
Expires 09/12/2023

## **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.

**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,

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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.

**EXHIBIT I**  
**(CONTRACT DATES) –**  
**July 1, 2022 to June 30, 2023**

**EXHIBIT II (if any, for example; scope/statement of work, performance requirements)**

**This is a blanket agreement for future engagement. Terms and conditions of all transactions will be contained in the individual agreements of service.**

**Intentionally Left Blank**



## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract and in signing and dating same, 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.

**Citrus Levy Marion Regional  
Workforce Development Board, Inc.  
d/b/a CareerSource Citrus Levy Marion**

**The School Board of Marion County, Florida**

BY:   
Signature

Name: Brandon Whiteman

Title: Board Chair

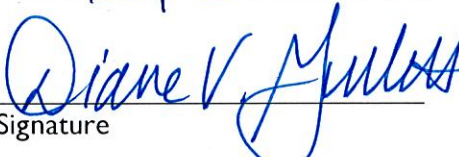
Date: 08/23/23

BY:   
Signature

Name: Allison Campbell, DSC

Title: Board Chair

Date: 8/22/23

BY:   
Signature

Name: Diane V. Gullett, Ed.D.

Title: Superintendent

Date: 8/22/23

Equal Opportunity Statement - CareerSource Citrus Levy Marion is 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. If you need accommodations, please call 352-840-5700, ext. 7878 or e-mail [accommodations@careersourceclm.com](mailto:accommodations@careersourceclm.com) at least three business days in advance. Additionally, program information may be made available in Spanish upon request. A proud partner of the American Job Center Network.

Stevens Amendment -CareerSource Citrus Levy Marion is supported by the Employment and Training Administration of the U.S. Department of Labor as part of an award totaling \$6,200,000.00 with no percentage financed from non-governmental sources.

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**BOARD APPROVED**



**CareerSource** JUN 27 2023  
CITRUS | LEVY | MARION

**MASTER WORKFORCE SERVICES CONTRACT**

**BETWEEN THE**

**CITRUS LEVY MARION REGIONAL  
WORKFORCE DEVELOPMENT BOARD, INC. (CLMRWDB)**

**d/b/a**

**CAREERSOURCE CITRUS LEVY MARION**

**AND THE**

**SCHOOL BOARD OF LEVY COUNTY**

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# **MASTER WORKFORCE SERVICES CONTRACT**

Between the

Citrus Levy Marion Regional Workforce Development Board,  
Inc. (CLMRWDB)

d/b/a

CareerSource Citrus Levy Marion

And

**School Board of Levy County**

**WHEREAS** this Contract, entered into by and between the Citrus Levy Marion Regional Workforce Development Board, Inc., d/b/a CAREERSOURCE CITRUS LEVY MARION, hereinafter referred to as CLMRWDB, a not for profit corporation, under the laws of Florida, hereinafter referred to as "GRANTEE"; and the School Board of Levy County hereinafter referred to as "Contractor."

**WHEREAS**, the Grantee is legally empowered to Contract for delivery of employment and training services under the Workforce Innovation and Opportunity Act, hereinafter referred to as WIOA and 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 Contracts period of services shall begin no earlier than July 1, 2023 or the last signature date and shall be completed no later than June 30, 2024. All Contract cost must be incurred between these dates. CLMRWDB will exercise its option to extend this contract for a one-year period, four years total, contingent upon funding received by CLMRWDB and satisfactory performance by the contractor.

**WHEREAS**, the Grantee wishes to engage the Contractor in the following workforce and/or workforce related services:

- Workforce training to support business needs
- Outplacement services
- Facility usage for workforce events
- Specialized training in support of various Grantee grants and
- Class-size training if authorized
- Support services, such as printing and graphic arts
- Assessment services

**WHEREAS** the Contractor has expressed an intent and demonstrated an ability and capability to provide these services.

**WHEREAS**, the Contractor agrees to be the responsible administrator for services described herein.

**WHEREAS**, this Master Contract initiates the contractual obligation for a total amount not to exceed **\$10,000.00** which shall be reimbursed by the Grantee for the provision of services as outlined in the schedules of service/service agreements.

**WHEREAS**, the total Contract value of the Master Contract will be obligated in separate, individual schedules of service/service agreements, which shall be appended hereto. This agreement provides the authority to CareerSource Citrus Levy Marion to engage in future service/service agreements and does not specify what those may be at this time.

**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 or additional schedule of service/service agreement is initiated 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 Marion 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.

## **I. 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 Grantee 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 Grantee may make a unilateral modification to this Contract at any time; however, the provisions of this agreement may only be amended, supplemented, waived or changed in writing with specific reference to this Agreement which is signed by both parties.
- e. 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 Grantee to a new Administrative Entity/Grant Recipient.

- f. The total amount reserved in this Master Contract cannot be exceeded through individual scheduled of service/service agreements without a modification,

## **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 Grantee 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. The Grantee will notify the Contractor of the unilateral amendment and provide a copy for their records. In the event a unilateral amendment cannot be complied with by the Contractor, then the Contract will be terminated for convenience.

## **3. Changes**

The Grantee may, from time to time, request with the consent of the Contractor, additional services authorized under this Master Contract through individual schedules of service/service agreement, and these shall be incorporated into this Master Contract.

At any time after the completion of each quarter of operation under this Contract, the Grantee may remove from the total cost as set forth in this Contract and reallocate to other WIOA and/or WTP activity, any such funds, which the Grantee determines, will remain unspent upon the expiration of the term of this Contract. Such removal shall be accomplished after consultation with the contractor, by written amendment hereto, with or without any subsequent execution of written agreement of the Contractor but with its consent as granted by execution hereof.

## **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 Grantee 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.

- e. Contracts with Board Members – Any agreement between the Citrus Levy Marion Regional Workforce Development Board, Inc., and an organization or individual represented on the Citrus Levy Marion Regional Workforce Development Board Inc. 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 agreement is rejected by a vote of the Board.

## **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 Chief Executive Officer, Grantee, 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 Chief Executive Officer, Grantee, 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 Grantee is concerned.

The Contractor may not assign this Contract in whole or part to any third party unless provided for in writing by the Grantee 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 Grantee may deem necessary, the Contractor shall make

available to the Grantee for Examination, all of its records with respect to all matters covered by this Contract. The Grantee, 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, and 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 or subcontractor's personnel for the purpose of interviews and discussions related to such documents (Contracts).

- a. The Grantee 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 Grantee reserve the right to withhold any or all its funding to the Contractor until they do meet these standards.
- b. The Grantee 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 Grantee may require the Contractor to use any or all of the Grantee's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of all fiscal matters relating to this Contract.
- d. The Grantee 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 Grantee 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 Grantee.
- g. Subject to the discretion of the Grantee, certain authorized members of the Grantee shall have the right to be present at 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 Grantee.
- 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 Grantee. Contractors requiring annual audits will submit to the Grantee 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 Grantee 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 Grantee. 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 to endanger performance, the Grantee 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 Grantee for correction of the deficiencies. If the Contractor does not respond within the appointed time, or does not respond with appropriate plans, the Grantee 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 Grantee'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 Grantee, 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 Grantee will perform program and administrative monitoring as often as deemed necessary, but at least annually.

The Grantee will issue a written monitoring report to the Contractor when deficiencies are noted. The Contractor shall have twenty (20) working days in which to respond, in writing, with a plan agreeable to the Grantee for correction of the deficiencies. If the Contractor does not respond within the appointed time, or does not respond with appropriate plans, the Grantee may terminate this Contract for cause or convenience as provided for herein.

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

Grantee 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 Grantee, 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 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 Grantee. The Grantee 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) De-obligating Contract funds; or
  - 5) Terminating or suspending this Contract.

If the Contractor determines that the program described in this Contract is not functioning as intended, the Contractor shall notify the Grantee 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) GS1-L, the Contractor will retain all records pertinent to the Contract including financial, statistical, property, participant, and supporting documentation as follows:

- a) Five (5) 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) 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.
- d) If the Contractor is not able to retain the necessary participant and financial records, it shall transfer such records to the Grantee. Such records shall be transmitted to the Grantee for acceptance in an orderly fashion, with documents properly labeled and filed and in an acceptable condition for storage.

**Rights of Inspection:** The Grantee 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 Grantee representatives, or any person seeking inspection of the Contractor's records pursuant to the Florida Public Records Law, Chapter 119, Florida Statutes.

Program participant confidentiality will be maintained in accordance with the following policy:

1. Records will be maintained in a safe, secure and locked filing system.
2. Only persons having a need to consult or handle records will be authorized to access records.
3. Sign-out procedures will be used for checking records in and out including acknowledgment of responsibility for the records by the person checking them out.
4. Officials will be restricted to gathering information on participants/applicants to the extent provided for by the Law.
5. Officials will be allowed access to records as provided for in law, rule or official policy and information contained in records will be disclosed to properly authorized officials as provided for in the Law.
6. Records will be released to unauthorized or unofficial parties only
  - under a court issued subpoena or lawful order as part of a court proceeding or as part of an investigation; or
  - at the request of, and on the express written consent of, the participant/applicant, notwithstanding provisions of Chapter 119, Florida Statutes.

Additionally, the Contractor will transmit a copy of all documents generated on any participant to the Central Records Unit of the One Stop System Provider, CareerSource Citrus Levy Marion, for inclusion in the CRU Master Participant File, including but not limited to: Assessment records, training certifications, MIS forms, etc. Once the customer record is considered closed, all records must be transmitted to the Central Records Unit.

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 Grantee representatives.

This clause shall be inserted by the Contractor in agreements with its subcontractors, if any. Grantee will provide the Contractor appropriate notice of its intent to gain access to the Contractor's records, except that Grantee 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:

1. Cash Receipts
2. Cash Disbursements
3. Payroll
4. Personnel
5. Purchasing
6. Subsidiary Ledgers and Journals
7. Bonding/Employee Dishonesty Insurance – The Contractor's 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.
8. Cost Allocation Plan
9. Equipment and Property – An annual inventory of these items will be taken and certified to the Grantee. All items having an acquisition unit cost of \$500.00 or more with a useful life of one year.

## **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 sub recipient 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 contractors 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 Grantee.

The Contractor understands and agrees that Grantee 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.

Grantee may withhold payments in whole or part pending the results of actions taken to terminate for cause is invoked.

## **11. Documentation Required for Reimbursement**

The Contractor will maintain procedures and systems that will account for individuals and services served under the Contract, the Contract services provided to individuals, the relationship between individuals served and services provided; and Contract expenditures. 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 Grantee.

## **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 31<sup>st</sup>. of the contract period.

- a. The Contractor shall establish and maintain an auditable system, in accordance with recognized accounting practices and the Grantee 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 Grantee's designated formats and schedules. The Contractor shall maintain records specified by the Grantee and retain such reports for three (3) 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 Grantee shall make payments to the Contractor within forty-five (45) days of written receipt and acceptance of each invoice by the Grantee's fiscal manager. Failure to comply with invoicing requirements may result in a delay of reimbursement.
- c. Contractors may request cash advances for up to two weeks of projected expenditures. The Contractor to the Grantees' finance department shall submit the cash advance request. Contractors receiving cash advances will be required to submit monthly financial reports detailing the expenditures of the advance.
- d. The Grantee shall supply such items of equipment as may be reasonable and necessary, as determined by the Grantee, 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 (2 CFR Part 200) and the Grantee'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 \$750 or more per item) are to be accounted for and reported to Grantee in writing. Such items shall be the property of the Grantee and the Contractor shall promptly deliver the same to the Grantee 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 commingling 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 Grantee'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 Grantee 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 in both Exhibit II, the Statement of Work/Scope of Work, Performance Requirements if these conditions apply.

### **14. Program Income**

Contractor hereby agrees to report quarterly any WIOA and/or WTP income earned as a result of the above-cited Contract for WIOA and/or WTP services. Such program income will be reported to CLMRWDB for the purpose of complying with Regulations. Program income shall be used in



accordance with WIOA and/or WTP Regulations. The use of such income will be reported to CLMRWDB as a quarterly expense. Any program income not expensed by the termination date of this Contract will be repaid to CLMRWDB so that it may comply with the requirements of the State (FMA-94-03R) in its disposition.

If such program income is generated, Contractor will submit a plan to CLMRWDB for the use of such income. Contractor agrees to use program income only in accordance with a plan approved by CLMRWDB. CLMRWDB will not unreasonably withhold its approval provided the plan is consistent with 20 CFR 627.450 or FMA-94-03R and the purpose contained in the original Contract cited above.

## **15. Cost Allocation**

All costs under this contract must be properly allocated to WIOA and/or WTP funding sources. All time must be allocated using a procedure approved by CLMRWDB Finance and Audit Manager. A cost allocation plan must be submitted to CLMRWDB Finance and Audit Manager for approval prior to use.

## **16. Availability of Funds**

The Grantee 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 Grantee.

## **17. Procurement**

Procurement of property, goods and services from Contract funds shall be governed by Grantee's Procurement Policy or the Contractor's procurement policy and practices, provided they are consistent with the Office of Management Budget OMB Circular (2 CFR Part 200). A copy of the Grantee'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 Grantee. Compliance shall be the express requirement of the Contractor.

## **18. 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 Grantee shall present, in writing, shall be sufficient basis for termination by the Grantee.

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 Workforce Innovation and Opportunity Act (Section 101) and any revisions thereto; and
- b. The Workforce Innovation and Opportunity Act; Interim Final Rule and resulting Final Rule; and
- c. Workforce Florida Act of 1996 (FS Section 288.9950) and any revisions thereto; and
- d. The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Public Law 104.193) and any revisions thereto; and
- e. Florida's Workforce Innovation Act of 2000, WTP including rules and regulations promulgated under the Act and any regulations and revisions thereto; and
- f. Florida State rules, policies and procedures established pursuant to the authority granted the State under WIOA and any changes thereto; and,
- g. The in-effect Workforce Services/WIOA Plan which includes the Workforce Innovation and Opportunity Act , Wagner-Peyser Act and Welfare Transition Program for Region 10 and any modifications or changes thereto, and all applicable policies issued by the CLMRWDB.

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.

Grantee 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.

## **19. 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.
- c. The Contractor understands and further assures that it will adhere to and comply with any and all applicable administrative requirements and information; general specifications; and,

performance driven cost reimbursement Contracting manual requirements set forth in the Request for Proposals (RFP) package.

## **20. 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 (WIOA) 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, color, religion, gender, pregnancy, national origin, age, handicap, 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 Grantee 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 Grantee 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 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;
  - 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 based on sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements, the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant 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 (Public Law 105-220) Section 8 (b).
- 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.

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, color, religion, gender, pregnancy, national origin, age, handicap, or marital status 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, color, religion, gender, pregnancy, national origin, age, handicap, or marital status 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 Grantee with employment data and such other information as the Grantee may require regarding the Contractor's hiring practices in conjunction with this Contract.

## **21. Complaints and Grievances**

The Contractor, as a sub-recipient of WIOA and/or WTP funds, shall follow the Grantee'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.

## **22. Artificial Barriers**

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

## **23. 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.

## **24. 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.

## **25. 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.

## **26. Sectarian Activities**

Participants in the program will not be employed in the construction, operation, or maintenance of any facility that is used for Sectarian instruction or worship.

## **27. Child Labor**

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

## **28. Indemnification and Insurance**

CareerSource Citrus Levy Marion 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 CareerSource Citrus Levy Marion's coverage, the Contractor must maintain a minimum of \$1,000,000 in liability insurance, and annually provide a copy to Grantee 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 grantee, 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. Nothing in this agreement is intended

to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

## **29. Theft or Embezzlement of Employment and Training Funds**

The Grantee and 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.

## **30. 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.

## **31. 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 and Federal Water Pollution Control Act, and to report any violations of said standards, orders or regulations to the Grantee 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 that 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 Plan.

## **32. Performance Requirements**

Performance requirements for the Contractor are contained in Exhibit II (If stipulated). If not stipulated will be marked "Intentionally Left Blank".

## **33. 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.

### **34. Programmatic Participant Records Management**

Participant case files will be maintained by the Career Specialist in the Automated Tracking Linking Archiving System (ATLAS). All information from the participant files will be uploaded to the ATLAS system as received and updated as changes to participation occur. Once all original documentation for the participant file has been uploaded and verified for accuracy into the ATLAS system, the original can be shredded after a 45-day period. It is the responsibility of the Career Specialist assigned to that participant's case management to verify that all documents have been properly uploaded before originals can be shredded. Participant files will include copies of certifications, counseling notes, recommendations for changes to the Individual Service Strategy (ISS), Individual Employment Plan (IEP), or Individual Responsibility Plan (IRP), fund coordination, closure information and any backup documentation as well as general information about the specific participant.

### **35. Financial Assistance Procedures (Pell Grant, HEA, et al)**

Case Management or Training Services, provided by Contractor must ensure every participant apply for Pell Grants and other HEA funding/assistance and to reconcile all funding received to insure non-duplication of payments for services. This includes, but is not limited to retaining a copy of the initial application(s) for Pell Grants and/or HEA funding in each participant file and documentation of these actions in the Individual Responsibility Plan (IRP), Individual Employment Plan (IEP), or Individual Service Strategy (ISS). The Contractor that provides case management or training services will follow CareerSource Citrus Levy Marion, OPS-27.

### **36. Sanctions**

In accordance with 20 CFR 97.36(I)(1), CLMRWDB 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 – CLMRWDB 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 CLMRWDB'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, CLMRWDB 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 CLMRWDB'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.

### **37. Labor Standards - Displacement Prohibitions**

WIOA Section 181(b) (2), states:

1. Displacement:
  - a. Prohibition.--A participant in a program or activity authorized under this title (referred to in this section as a "specified activity") shall not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).
  - b. Prohibition on impairment of contracts.--A specified activity shall not impair an existing contract for services or collective bargaining agreement, and no such activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
2. Other prohibitions.--A participant in a specified activity shall not be employed in a job if—
  - a. any other individual is on layoff from the same or any substantially equivalent job;
  - b. the employer has terminated the employment of any regular employee or otherwise reduced the workforce of the employer with the intention of filling the vacancy so created with the participant; or
  - c. the job is created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals (as of the date of the participation).
3. Health and safety.--Health and safety standards established under Federal and State law otherwise applicable to working conditions of employees shall be equally applicable to working conditions of participants engaged in specified activities. To the extent that a State workers' compensation law applies, workers' compensation shall be provided to participants on the same basis as the compensation is provided to other individuals in the State in similar employment.
4. Employment conditions.--Individuals in on-the-job training or individuals employed in programs and activities under this title, shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work.



5. Opportunity to submit comments.--Interested members of the public, including representatives of businesses and of labor organizations, shall be provided an opportunity to submit comments to the Secretary with respect to programs and activities proposed to be funded under subtitle B.
6. No impact on union organizing.--Each recipient of funds under this title shall provide to the Secretary assurances that none of such funds will be used to assist, promote, or deter union organizing."

The Contractor agrees to take all appropriate steps to insure that no funds are used in contravention of the provisions cited above.

### **38. Notices**

Transmittal of notices regarding this contract from the Contractor to the Grantee shall be made in writing detailing information that affects 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.

### **39. 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).

### **40. Headings**

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

### **41. 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.

### **42. 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.

### **43. 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 Grantee 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 Grantee, become the Grantee'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 Grantee for damages sustained by the Grantee by virtue of any breach of the Contract by the Contractor, and the Grantee may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Grantee from the Contractor is determined.

It is expressly agreed that the Grantee'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.

### **44. 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 Grantee whenever the Grantee determines that such termination or suspension is in the best interest of the Grantee and the CLMRWDB. Termination of work hereunder shall be effective 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 Grantee in the matter, at the time and to the extent directed by the Grantee, all of the rights, title, and interest of the Contractor under the orders and Sub-Contracts so terminated.

#### **45. Counterparts to the Contract**

This Contract will be executed in two exact counterparts by original signature of the parties' representatives. Grantee will furnish the Contractor with one of the two originally executed counterparts.

#### **46. As specified in the Sarbanes-Oxley Act of 2002 and Section 1553, Federal Acquisition Regulation Case 2009-012**

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).

#### **47. Reporting Of Additional Funding Sources**

Upon acceptance of a Workforce grant award, Contractor accepts responsibilities involving the management and administration of programmatic, financial and reporting aspects of the grant project. Communication and coordination between the Grantee and Contractor is essential for a successful grant project. Contractor is responsible to immediately notify Grantee of all additional funding received, directly or indirectly, and the sources that have a significant impact on Workforce grant-supported projects/activities.

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.

#### **48. 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 CareerSource Citrus Levy Marion's policy LOP-WC-025 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.

## **49. 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 sub grant or contract under the grant or sub grant; and (b) any rights of copyright to which the grantee, sub grantee 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 must be used in accordance with the provisions of this grant award and 2 CFR 200.307

## **50. Priority of Service**

Section 134(c) (3) (E) of WIOA establishes a priority requirement with respect to funds allocated to a local area for adult employment and training activities. Under this section, one-stop center staff responsible for these funds must give priority to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient in the provision of individualized career services, and training services. Under WIOA, priority must be provided regardless of the level of funds. WIOA also expanded the priority to include individuals who are basic skills deficient as defined in WIOA section 3(5).

## **51. 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)

## **52. Marketing and Communications**

All marketing and instructional materials produced under this agreement should recognize that the program is a partnership between \*\*\* and CareerSource Citrus Levy Marion under a grant through the US Department of Labor.

### **53. Required Language on Products Developed With Grant Funds**

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

“This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the recipient 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 product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.”

### **54. Restrictions on Food and Beverage Cost**

As a sub recipient of federal and state financial assistance (“grants”), which are provided to the Contractor by CareerSource Citrus Levy Marion 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 Agency for Workforce Innovation 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).”

### **55. Restrictions on Contracts with Grantee Board Members**

Any agreement between the CLMRWDB and an organization or individual represented on the Grantee’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.

**56. 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 sub agreements.

## **57. 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.

## **58. 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                             |
| ATLAS   | Automated Tracking Linking Archiving System                           |
| AWI     | Agency for Workforce Innovation                                       |
| CBO     | Community Based Organization  |
| CCF     | College of Central Florida  |
| CEO     | Chief Elected Official  |
| CFDA    | Catalog of Federal Domestic Assistance                                |
| CFR     | Code of Federal Regulations   |
| CIP     | Classification of Instructional Program                               |
| CLMRWDB | Citrus Levy Marion Regional Workforce Development Board               |
| CRT     | Classroom Training  |
| CSCLM   | CareerSource Citrus Levy Marion                                       |
| CSWEX   | Community Service Work Experience                                     |
| DCF     | Department of Children & Families                                     |
| 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      | Economic Development  |
| EDC     | Economic Development Council  |
| EEO     | Equal Employment Opportunity  |
| EEOC    | Equal Employment Opportunity Commission                               |
| EER     | Entered Employment Rate (Job Placement Rate)                          |

|          |  |
|----------|--|
| 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 |
| FSET     | Food Stamps Employment & Training Program                      |
| FY       | Fiscal Year  |
| GED      | General Equivalency Diploma                                    |
| HEA      | Higher Education Act   |
| IEP      | Individual Employment Plan                                     |
| IRP      | Individual Responsibility Plan                                 |
| IS       | 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                                 |
| MSA      | Metropolitan Statistical Area                                  |
| MTC      | Marion Technical College                                       |
| 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                                  |
| OS       | Out of School  |
| OSMIS    | One Stop Management Information System                         |
| OST      | Occupational Skill Training                                    |
| OY       | Older Youth  |
| RFB      | Request for Bid  |
| RFP      | Request for Proposal   |
| RFQ      | Request for Quotation  |
| RR       | Rapid Response   |
| SBMC     | School Board of Marion County                                  |
| SIC      | Standard Industrial Code                                       |
| 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                            |
| WTC  | Withlacoochee Technical College          |
| WTP  | Welfare Transition Program               |
| WTW  | Welfare to Work                          |
| YY   | Younger Youth                            |
| YB   | Youth Build                              |



## STATEMENTS/CERTIFICATIONS

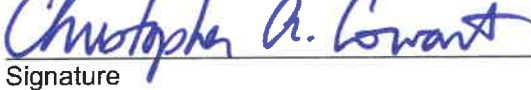
The undersigned agree to the following certifications

### 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. Christopher A. Cowart, Superintendent

Typed Name/Title of Signee



Signature

School Board of Levy County, 480 Marshburn Drive, Bronson, FL 32621

Address

352-486-5231

Telephone

June 27, 2023

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 Christopher A. Grant

School Board of Levy County

Company Name

Christopher A. Cowart, Superintendent

480 Marshburn Drive

Name of Official (Type or Print)

### Business Address

Bronson, FL 32621

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

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |

For the purposes of the contract between CareerSource Citrus Levy Marion (Citrus Levy Marion Regional Workforce Development Board, Inc.) and, Contractor, the following disclosure is made:

\_\_\_\_\_ have no relative\*\* who is a member of the board;

\_\_\_\_\_ have a relative\*\* who is a member of the board, whose 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 \_\_\_\_\_.

**\*\*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.

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.

## **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 sub awards at all tiers (including Subcontracts, sub grants and Contracts under grants, loans, and cooperative agreements) and that all sub recipients 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.

## **CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

The undersigned authorized representative of the Contractor hereby makes the following certification with respect to the execution of responsibilities assigned to the CLMRWDB by WIOA and the Drug-Free Workplace Act of 1988, 41 U.S.C.702 et seq., and 2 CFR 182. 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).

## **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 Florida

COUNTY OF Levy

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

1. The business address of School Board of Levy County (Contractor) is 480 Marshburn Drive, Bronson, FL 32621

2. My relationship to (Contractor) is Superintendent (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.

Contract #SBLC PY23-03 July 1, 2023

(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.)

Christopher A. Grant  
Signature/Date

Sworn to and subscribed before me in the state and county first mentioned above on the day of June 27, 2023.

Angela Hogan,  
Notary Public

11/22/23,  
My Commission Expires

(affix seal)





## **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.

## **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.

**EXHIBIT I (CONTRACT DATES) – July 1, 2022 to June 30, 2023**

.

**EXHIBIT II (if any, for example; scope/statement of work, performance requirements)**


**This is a blanket agreement for future engagement. Terms and conditions of all transactions will be contained in the individual agreements of service.**

## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract and in signing and dating same, 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.

**Citrus Levy Marion Regional  
Workforce Development Board, Inc.**

**School Board of Levy County**

BY:   
Board Chair

BY:   
Board Chair

Brandon Whiteman  
Name

Paige S. Brookins  
Name

07/21/2023  
Date

June 27, 2023  
Date

**BOARD APPROVED**

**JUN 27 2023**

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

Stevens Amendment -CareerSource Citrus Levy Marion is supported by the Employment and Training Administration of the U.S. Department of Labor as part of an award totaling \$6,200,000.00 with no percentage financed from non-governmental sources.

Contract #SBLC PY23-03 July 1, 2023



**MASTER WORKFORCE SERVICES CONTRACT**

**BETWEEN THE**

**CITRUS LEVY MARION REGIONAL  
WORKFORCE DEVELOPMENT BOARD, INC. (CLMRWDB)**

**d/b/a**

**CAREERSOURCE CITRUS LEVY MARION**

**AND THE**

**THE SCHOOL BOARD OF MARION COUNTY, FLORIDA**

Equal Opportunity Statement - CareerSource Citrus Levy Marion is 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. If you need accommodations, please call 352-840-5700, ext. 7878 or e-mail [accommodations@careersourceclm.com](mailto:accommodations@careersourceclm.com) at least three business days in advance. Additionally, program information may be made available in Spanish upon request. A proud partner of the American Job Center Network.

Stevens Amendment -CareerSource Citrus Levy Marion is supported by the Employment and Training Administration of the U.S. Department of Labor as part of an award totaling \$6,200,000.00 with no percentage financed from non-governmental sources.

Contract #SBMC PY23-04 July 1, 2023

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# **MASTER WORKFORCE SERVICES CONTRACT**

Between the

Citrus Levy Marion Regional Workforce Development Board,  
Inc. (CLMRWDB)

d/b/a

CareerSource Citrus Levy Marion

And

The School Board of Marion County, Florida

**WHEREAS** this Contract, entered into by and between the Citrus Levy Marion Regional Workforce Development Board, Inc., d/b/a CAREERSOURCE CITRUS LEVY MARION, hereinafter referred to as CLMRWDB, a not for profit corporation, under the laws of Florida, hereinafter referred to as "Grantee"; and The School Board of Marion County, Florida, hereinafter referred to as "Contractor."

**WHEREAS**, the Grantee is legally empowered to Contract for delivery of employment and training services under the Workforce Innovation and Opportunity Act, hereinafter referred to as WIOA and 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 Contracts period of services shall begin on the date last signed by the parties and will expire at the end of the business day on June 30, 2024. All Contract cost must be incurred between these dates. The parties may renew this Agreement for three (3) additional one-year periods contingent upon funding received by CLMRWDB and the satisfactory performance of the Contractor.

**WHEREAS**, the Grantee wishes to engage the Contractor in the following workforce and/or workforce related services:

- Workforce training to support business needs
- Outplacement services
- Facility usage for workforce events
- Specialized training in support of various Grantee grants and
- Class-size training if authorized
- Support services, such as printing and graphic arts
- Assessment services

**WHEREAS** the Contractor has expressed an intent and demonstrated an ability and capability to provide these services.

**WHEREAS**, the Contractor agrees to be the responsible administrator for services described herein.

**WHEREAS**, this Master Contract initiates the contractual obligation for a total amount not to exceed **\$50,000.00** which shall be reimbursed by the Grantee for the provision of services as outlined in the schedules of service/service agreements.

**WHEREAS**, the total Contract value of the Master Contract will be obligated in separate, individual schedules of service/service agreements, which shall be appended hereto. This agreement provides the authority to Grantee to engage in future service/service agreements and does not specify what those may be at this time.

**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 or additional schedule of service/service agreement is initiated 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 Marion 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.

## **I. 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 Grantee 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 Grantee may make a unilateral modification to this Contract at any time; however, the provisions of this agreement may only be amended, supplemented, waived or changed in writing with specific reference to this Agreement which is signed by both parties.
- e. 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 Grantee to a new Administrative Entity/Grant Recipient.
- f. The total amount reserved in this Master Contract cannot be exceeded through individual scheduled of service/service agreements without a modification,

## **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 Grantee 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. The Grantee will notify the Contractor of the unilateral amendment and provide a copy for their records. In the event a unilateral amendment cannot be complied with by the Contractor, then the Contract will be terminated for convenience.

## **3. Changes**

The Grantee may, from time to time, request with the consent of the Contractor, additional services authorized under this Master Contract through individual schedules of service/service agreement, and these shall be incorporated into this Master Contract.

At any time after the completion of each quarter of operation under this Contract, the Grantee may remove from the total cost as set forth in this Contract and reallocate to other WIOA and/or WTP activity, any such funds, which the Grantee determines, will remain unspent upon the expiration of the term of this Contract. Such removal shall be accomplished after consultation with the Contractor, by written amendment hereto, with or without any subsequent execution of written agreement of the Contractor but with its consent as granted by execution hereof.

## **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 Grantee 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.

- e. Contracts with Board Members – Any agreement between the Citrus Levy Marion Regional Workforce Development Board, Inc., and an organization or individual represented on the Citrus Levy Marion Regional Workforce Development Board Inc. 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 agreement is rejected by a vote of the Board.

## **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 Chief Executive Officer, Grantee, 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 Chief Executive Officer, Grantee, 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 Grantee is concerned.

The Contractor may not assign this Contract in whole or part to any third party unless provided for in writing by the Grantee 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 Grantee may deem necessary, the Contractor shall make available to the Grantee for Examination, all of its records with respect to all matters covered by this Contract. The Grantee, 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, and 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 or subcontractor's personnel for the purpose of interviews and discussions related to such documents (Contracts).

- a. The Grantee 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 Grantee reserve the right to withhold any or all of its funding to the Contractor until they do meet these standards.
- b. The Grantee 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 Grantee may require the Contractor to use any or all of the Grantee's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of all fiscal matters relating to this Contract.
- d. The Grantee 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 Grantee 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 Grantee.
- g. Subject to the discretion of the Grantee, certain authorized members of the Grantee 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 Grantee.
- 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 Grantee. Contractors requiring annual audits will submit to the Grantee 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 Grantee 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 Grantee. 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 to endanger performance, the Grantee 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 Grantee for correction of the deficiencies. If the Contractor does not respond within the appointed time, or does not respond with appropriate plans, the Grantee 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 Grantee'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 Grantee, 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 Grantee will perform program and administrative monitoring as often as deemed necessary, but at least annually.

The Grantee will issue a written monitoring report to the Contractor when deficiencies are noted. The Contractor shall have twenty (20) working days in which to respond, in writing, with a plan agreeable to the Grantee for correction of the deficiencies. If the Contractor does not respond within the appointed time, or does not respond with appropriate plans, the Grantee may terminate this Contract for cause or convenience as provided for herein.

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

Grantee 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 Grantee, 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 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 Grantee. The Grantee 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) De-obligating Contract funds; or
  - 5) Terminating or suspending this Contract.

If the Contractor determines that the program described in this Contract is not functioning as intended, the Contractor shall notify the Grantee 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) GS1-L, the Contractor will retain all records pertinent to the Contract including financial, statistical, property, participant, and supporting documentation as follows:

- a) Five (5) 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) 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.
- d) If the Contractor is not able to retain the necessary participant and financial records, it shall transfer such records to the Grantee. Such records shall be transmitted to the Grantee for acceptance in an orderly fashion, with documents properly labeled and filed and in an acceptable condition for storage.



**Rights of Inspection:** The Grantee 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 Grantee representatives, or any person seeking inspection of the Contractor's records pursuant to the Florida Public Records Law, Chapter 119, Florida Statutes.

Program participant confidentiality will be maintained in accordance with the following policy:

1. Records will be maintained in a safe, secure and locked filing system.
2. Only persons having a need to consult or handle records will be authorized to access records.
3. Sign-out procedures will be used for checking records in and out including acknowledgment of responsibility for the records by the person checking them out.
4. Officials will be restricted to gathering information on participants/applicants to the extent provided for by the Law.
5. Officials will be allowed access to records as provided for in law, rule or official policy and information contained in records will be disclosed to properly authorized officials as provided for in the Law.
6. Records will be released to unauthorized or unofficial parties only
  - under a court issued subpoena or lawful order as part of a court proceeding or as part of an investigation; or
  - at the request of, and on the express written consent of, the participant/applicant, notwithstanding provisions of Chapter 119, Florida Statutes.

Additionally, the Contractor will transmit a copy of all documents generated on any participant to the Central Records Unit of the One Stop System Provider, CareerSource Citrus Levy Marion, for inclusion in the CRU Master Participant File, including but not limited to: Assessment records, training certifications, MIS forms, etc. Once the customer record is considered closed, all records must be transmitted to the Central Records Unit.

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 Grantee representatives.

This clause shall be inserted by the Contractor in agreements with its subcontractors, if any. Grantee will provide the Contractor appropriate notice of its intent to gain access to the Contractor's records, except that Grantee 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:

1. Cash Receipts
2. Cash Disbursements
3. Payroll
4. Personnel
5. Purchasing
6. Subsidiary Ledgers and Journals
7. Bonding/Employee Dishonesty Insurance – The Contractor's 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.
8. Cost Allocation Plan
9. Equipment and Property – An annual inventory of these items will be taken and certified to the Grantee. All items having an acquisition unit cost of \$500.00 or more with a useful life of one year.

## **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 sub recipient 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 contractors 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 Grantee.

The Contractor understands and agrees that Grantee 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.

Grantee may withhold payments in whole or part pending the results of actions taken to terminate for cause is invoked.

## **11. Documentation Required for Reimbursement**

The Contractor will maintain procedures and systems that will account for individuals and services served under the Contract, the Contract services provided to individuals, the relationship between individuals served and services provided; and Contract expenditures. 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 Grantee.

## **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 31<sup>st</sup>. of the contract period.

- a. The Contractor shall establish and maintain an auditable system, in accordance with recognized accounting practices and the Grantee 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 Grantee's designated formats and schedules. The Contractor shall maintain records specified by the Grantee and retain such reports for three (3) 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 Grantee shall make payments to the Contractor within forty-five (45) days of written receipt and acceptance of each invoice by the Grantee's fiscal manager. Failure to comply with invoicing requirements may result in a delay of reimbursement.
- c. Contractors may request cash advances for up to two weeks of projected expenditures. The Contractor to the Grantees' finance department shall submit the cash advance request. Contractors receiving cash advances will be required to submit monthly financial reports detailing the expenditures of the advance.
- d. The Grantee shall supply such items of equipment as may be reasonable and necessary, as determined by the Grantee, 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 (2 CFR Part 200) and the Grantee'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 \$750 or more per item) are to be accounted for and reported to Grantee in writing. Such items shall be the property of the Grantee and the Contractor shall promptly deliver the same to the Grantee 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 Grantee'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 Grantee 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 in both Exhibit II, the Statement of Work/Scope of Work, Performance Requirements if these conditions apply.

### **14. Program Income**

Contractor hereby agrees to report quarterly any WIOA and/or WTP income earned as a result of the above-cited Contract for WIOA and/or WTP services. Such program income will be reported to CLMRWDB for the purpose of complying with Regulations. Program income shall be used in accordance with WIOA and/or WTP Regulations. The use of such income will be reported to CLMRWDB as a quarterly expense. Any program income not expensed by the termination date of this Contract will be repaid to CLMRWDB so that it may comply with the requirements of the State (FMA-94-03R) in its disposition.

If such program income is generated, Contractor will submit a plan to CLMRWDB for the use of such income. Contractor agrees to use program income only in accordance with a plan approved by CLMRWDB. CLMRWDB will not unreasonably withhold its approval provided the plan is consistent with 20 CFR 627.450 or FMA-94-03R and the purpose contained in the original Contract cited above.

### **15. Cost Allocation**

All costs under this contract must be properly allocated to WIOA and/or WTP funding sources. All time must be allocated using a procedure approved by CLMRWDB Finance and Audit

Manager. A cost allocation plan must be submitted to CLMRWDB Finance and Audit Manager for approval prior to use.

## **16. Availability of Funds**

The Grantee 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 Grantee.

## **17. Procurement**

Procurement of property, goods and services from Contract funds shall be governed by Grantee's Procurement Policy or the Contractor's procurement policy and practices, provided they are consistent with the Office of Management Budget OMB Circular (2 CFR Part 200). A copy of the Grantee'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 Grantee. Compliance shall be the express requirement of the Contractor.

## **18. 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 Grantee shall present, in writing, shall be sufficient basis for termination by the Grantee.

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 Workforce Innovation and Opportunity Act (Section 101) and any revisions thereto; and
- b. The Workforce Innovation and Opportunity Act; Interim Final Rule and resulting Final Rule; and
- c. Workforce Florida Act of 1996 (FS Section 288.9950) and any revisions thereto; and
- d. The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Public Law 104.193) and any revisions thereto; and
- e. Florida's Workforce Innovation Act of 2000, WTP including rules and regulations promulgated under the Act and any regulations and revisions thereto; and

- f. Florida State rules, policies and procedures established pursuant to the authority granted the State under WIOA and any changes thereto; and,
- g. The in-effect Workforce Services/WIOA Plan which includes the Workforce Innovation and Opportunity Act , Wagner-Peyser Act and Welfare Transition Program for Region 10 and any modifications or changes thereto, and all applicable policies issued by the CLMRWDB.

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.

Grantee 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.

## **19. 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.
- c. The Contractor understands and further assures that it will adhere to and comply with any and all applicable administrative requirements and information; general specifications; and, performance driven cost reimbursement Contracting manual requirements set forth in the Request for Proposals (RFP) package.

## **20. 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 (WIOA) 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, color, religion, gender, pregnancy, national origin, age, handicap, 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 Grantee 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 Grantee 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 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;
  - 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 based on sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements, the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant 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 (Public Law 105-220) Section 8 (b).
- 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.

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, color, religion, gender, pregnancy, national origin, age, handicap, or marital status 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, color, religion, gender, pregnancy, national origin, age, handicap, or marital status 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 Grantee with employment data and such other information as the Grantee may require regarding the Contractor's hiring practices in conjunction with this Contract.

## **21. Complaints and Grievances**

The Contractor, as a sub-recipient of WIOA and/or WTP funds, shall follow the Grantee'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.

## **22. Artificial Barriers**

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

## **23. 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.

## **24. 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.



## **25. 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.

## **26. Sectarian Activities**

Participants in the program will not be employed in the construction, operation, or maintenance of any facility that is used for Sectarian instruction or worship.

## **27. Child Labor**

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

## **28. Indemnification and Insurance**

Grantee 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 Grantee's coverage, the Contractor must maintain a minimum of \$1,000,000 in liability insurance, and annually provide a copy to Grantee 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 grantee, 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. Nothing in this agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

## **29. Theft or Embezzlement of Employment and Training Funds**

The Grantee and 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.

## **30. 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.

### **31. 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 and Federal Water Pollution Control Act, and to report any violations of said standards, orders or regulations to the Grantee 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 that 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 Plan.

### **32. Performance Requirements**

Performance requirements for the Contractor are contained in Exhibit II (If stipulated). If not stipulated will be marked "Intentionally Left Blank".

### **33. 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.

### **34. Programmatic Participant Records Management**

Participant case files will be maintained by the Career Specialist in the Automated Tracking Linking Archiving System (ATLAS). All information from the participant files will be uploaded to the ATLAS system as received and updated as changes to participation occur. Once all original documentation for the participant file has been uploaded and verified for accuracy into the ATLAS system, the original can be shredded after a 45-day period. It is the responsibility of the Career Specialist assigned to that participant's case management to verify that all documents have been properly uploaded before originals can be shredded. Participant files will include copies of certifications, counseling notes, recommendations for changes to the Individual Service Strategy (ISS), Individual Employment Plan (IEP), or Individual Responsibility Plan (IRP), fund coordination, closure information and any backup documentation as well as general information about the specific participant.

### **35. Financial Assistance Procedures (Pell Grant, HEA, et al)**

Case Management or Training Services, provided by Contractor must ensure every participant apply for Pell Grants and other HEA funding/assistance and to reconcile all funding received to insure non-duplication of payments for services. This includes, but is not limited to retaining a copy of the initial application(s) for Pell Grants and/or HEA funding in each participant file and documentation of these actions in the Individual Responsibility Plan (IRP), Individual Employment Plan (IEP), or Individual Service Strategy (ISS). The Contractor that provides case management or training services will follow Grantee, OPS-27.

### **36. Sanctions**

In accordance with 20 CFR 97.36(l)(1), CLMRWDB 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 – CLMRWDB 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 CLMRWDB'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, CLMRWDB 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 CLMRWDB's Bidder List;
  - 5. Disallowing claims, payments or costs;
  - 6. De-obligating 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.

### **37. Labor Standards - Displacement Prohibitions**

WIOA Section 181(b) (2), states:

- 1. Displacement:
  - a. Prohibition.--A participant in a program or activity authorized under this title (referred to in this section as a "specified activity") shall not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).

- b. Prohibition on impairment of contracts.--A specified activity shall not impair an existing contract for services or collective bargaining agreement, and no such activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
2. Other prohibitions.--A participant in a specified activity shall not be employed in a job if—
  - a. any other individual is on layoff from the same or any substantially equivalent job;
  - b. the employer has terminated the employment of any regular employee or otherwise reduced the workforce of the employer with the intention of filling the vacancy so created with the participant; or
  - c. the job is created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals (as of the date of the participation).
3. Health and safety.--Health and safety standards established under Federal and State law otherwise applicable to working conditions of employees shall be equally applicable to working conditions of participants engaged in specified activities. To the extent that a State workers' compensation law applies, workers' compensation shall be provided to participants on the same basis as the compensation is provided to other individuals in the State in similar employment.
4. Employment conditions.--Individuals in on-the-job training or individuals employed in programs and activities under this title, shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work.
5. Opportunity to submit comments.--Interested members of the public, including representatives of businesses and of labor organizations, shall be provided an opportunity to submit comments to the Secretary with respect to programs and activities proposed to be funded under subtitle B.
6. No impact on union organizing.--Each recipient of funds under this title shall provide to the Secretary assurances that none of such funds will be used to assist, promote, or deter union organizing."

The Contractor agrees to take all appropriate steps to insure that no funds are used in contravention of the provisions cited above.

### **38. Notices**

Transmittal of notices regarding this contract from the Contractor to the Grantee shall be made in writing detailing information that affects 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.

### **39. 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).

### **40. Headings**

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

### **41. 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.

### **42. 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.

### **43. 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 Grantee 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 Grantee, become the Grantee'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 Grantee for damages sustained by the Grantee by virtue of any breach of the Contract by the Contractor, and the Grantee may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Grantee from the Contractor is determined.

It is expressly agreed that the Grantee'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.

#### **44. 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 Grantee whenever the Grantee determines that such termination or suspension is in the best interest of the Grantee and the CLMRWDB. Termination of work hereunder shall be effective 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 Grantee in the matter, at the time and to the extent directed by the Grantee, all of the rights, title, and interest of the Contractor under the orders and Sub-Contracts so terminated.

#### **45. Counterparts to the Contract**

This Contract will be executed in two exact counterparts by original signature of the parties' representatives. Grantee will furnish the Contractor with one of the two originally executed counterparts.

#### **46. As specified in the Sarbanes-Oxley Act of 2002 and Section 1553, Federal Acquisition Regulation Case 2009-012**

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).

## **47. Reporting of Additional Funding Sources**

Upon acceptance of a Workforce grant award, Contractor accepts responsibilities involving the management and administration of programmatic, financial and reporting aspects of the grant project. Communication and coordination between the Grantee and Contractor is essential for a successful grant project. Contractor is responsible to immediately notify Grantee of all additional funding received, directly or indirectly, and the sources that have a significant impact on Workforce grant-supported projects/activities.

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.

## **48. 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 Grantee's policy LOP-WC-025 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.

## **49. 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 sub grant or contract under the grant or sub grant; and (b) any rights of copyright to which the grantee, sub grantee 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 must be used in accordance with the provisions of this grant award and 2 CFR 200.307

## **50. Priority of Service**

Section 134(c) (3) (E) of WIOA establishes a priority requirement with respect to funds allocated to a local area for adult employment and training activities. Under this section, one-stop center staff responsible for these funds must give priority to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient in the provision of individualized career services, and training services. Under WIOA, priority must be provided regardless of the level of funds. WIOA also expanded the priority to include individuals who are basic skills deficient as defined in WIOA section 3(5).

## **51. 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)

## **52. Marketing and Communications**

All marketing and instructional materials produced under this agreement should recognize that the program is a partnership between Contractor and Grantee under a grant through the US Department of Labor.

## **53. Required Language on Products Developed With Grant Funds**

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

“This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the recipient 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 product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.”

## **54. Restrictions on Food and Beverage Cost**

As a sub recipient of federal and state financial assistance (“grants”), which are provided to the Contractor by CareerSource Citrus Levy Marion 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 Agency for Workforce Innovation 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).”

## **55. Restrictions on Contracts with Grantee Board Members**

Any agreement between the CLMRWDB and an organization or individual represented on the Grantee’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.

**56. 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 sub agreements.

## **57. 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.

## **58. 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                             |
| ATLAS                               | Automated Tracking Linking Archiving System                           |
| AWI                                 | Agency for Workforce Innovation                                       |
| CBO                                 | Community Based Organization  |
| CCF                                 | College of Central Florida  |
| CEO                                 | Chief Elected Official  |
| CFDA                                | Catalog of Federal Domestic Assistance                                |
| CFR                                 | Code of Federal Regulations   |
| CIP                                 | Classification of Instructional Program                               |
| Contract #SBMC PY23-04 July 1, 2023 |   |

|          |  |
|----------|--|
| CLMRWDB  | Citrus Levy Marion Regional Workforce Development Board        |
| CRT      | Classroom Training   |
| CSCLM    | CareerSource Citrus Levy Marion                                |
| CSWEX    | Community Service Work Experience                              |
| DCF      | Department of Children & Families                              |
| 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       | Economic Development   |
| EDC      | Economic Development Council                                   |
| EEO      | Equal Employment Opportunity                                   |
| EEOC     | Equal Employment Opportunity Commission                        |
| EER      | Entered Employment Rate (Job Placement Rate)                   |
| 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 |
| FSET     | Food Stamps Employment & Training Program                      |
| FY       | Fiscal Year  |
| GED      | General Equivalency Diploma                                    |
| HEA      | Higher Education Act   |
| IEP      | Individual Employment Plan                                     |
| IRP      | Individual Responsibility Plan                                 |
| IS       | 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                                 |
| MSA      | Metropolitan Statistical Area                                  |
| MTC      | Marion Technical College                                       |
| 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                                  |
| OS       | Out of School  |
| OSMIS    | One Stop Management Information System                         |

|      |  |
|------|--|
| OST  | Occupational Skill Training              |
| OY   | Older Youth                              |
| RFB  | Request for Bid                          |
| RFP  | Request For Proposal                     |
| RFQ  | Request for Quotation                    |
| RR   | Rapid Response                           |
| SBMC | School Board of Marion County            |
| SIC  | Standard Industrial Code                 |
| 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                            |
| WTC  | Withlacoochee Technical College          |
| WTP  | Welfare Transition Program               |
| WtW  | Welfare to Work                          |
| YY   | Younger Youth                            |
| YB   | Youth Build                              |

## **STATEMENTS/CERTIFICATIONS**

The undersigned agree to the following certifications

Remainder of page left blank

## **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. Diane V. Gullett, Ed.D./Superintendent

\_\_\_\_\_  
Typed Name/Title of Signee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
1614 E. Fort King Street, Ocala, FL 34471

\_\_\_\_\_  
Address

\_\_\_\_\_  
352-671-7700

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

2. Gary Smallridge/Marion Technical College

\_\_\_\_\_  
Typed Name/Title of Signee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
1014 Southwest 7<sup>th</sup> Road, Ocala, FL 34471

\_\_\_\_\_  
Address

\_\_\_\_\_  
352-671-7200

\_\_\_\_\_  
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.

|   |   |
|---|---|
| _____<br>Signature  | <u>The School Board of Marion County, Florida</u><br>Company Name |
| <u>Allison Campbell, DSC, Board Chair</u><br>Name of Official (Type or Print) | <u>1614 E. Fort King Street</u><br>Business Address               |
| _____<br>Date   | <u>Ocala, FL 34471</u><br>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 |
|-------|-------------------|----------------|
| _____ | _____             | _____          |
| _____ | _____             | _____          |
| _____ | _____             | _____          |

## CONTRACTOR DISCLOSURE AND CERTIFICATION

For the purposes of the contract between Grantee and, Contractor, the following disclosure is made:

The principals\* and owners\* of the contracting entity:

  X   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 attached)**

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

There is is (circle one) not 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.

## **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.

## **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 sub awards at all tiers (including Subcontracts, sub grants and Contracts under grants, loans, and cooperative agreements) and that all sub recipients 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.

## **CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

The undersigned authorized representative of the Contractor hereby makes the following certification with respect to the execution of responsibilities assigned to the CLMRWDB by WIOA and the Drug-Free Workplace Act of 1988, 41 U.S.C.702 et seq., and 2 CFR 182. 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).

## **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 Florida

COUNTY OF Marion

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

1. The business address of The School Board of Marion County, Florida (Contractor) is 1614 E. Fort King Street, Ocala, FL 34471

2. My relationship to (Contractor) is Board Chair (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.

Contract #SBMC PY23-04 July 1, 2023

**(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.)**

The School Board of Marion County, Florida

\_\_\_\_\_  
Signature/Date Allison Campbell, DSC, Board Chair

Sworn to and subscribed before me in the state and county first mentioned above on the day of \_\_\_\_\_, 2022.

\_\_\_\_\_, (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.

## **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,

Contract #SBMC PY23-04 July 1, 2023

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.

**EXHIBIT I  
(CONTRACT DATES) –  
July 1, 2022 to June 30, 2023**



**EXHIBIT II (if any, for example; scope/statement of work, performance requirements)**

**This is a blanket agreement for future engagement. Terms and conditions of all transactions will be contained in the individual agreements of service.**

**Intentionally Left Blank**

## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract and in signing and dating same, 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.

**Citrus Levy Marion Regional  
Workforce Development Board, Inc.  
d/b/a CareerSource Citrus Levy Marion**

**The School Board of Marion County, Florida**

BY: \_\_\_\_\_  
Signature

Name: Brandon Whiteman

Title: Board Chair

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

Name: Allison Campbell, DSC

Title: Board Chair

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

Name: Diane V. Gullett, Ed.D.

Title: Superintendent

Date: \_\_\_\_\_

Equal Opportunity Statement - CareerSource Citrus Levy Marion is 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. If you need accommodations, please call 352-840-5700, ext. 7878 or e-mail [accommodations@careersourceclm.com](mailto:accommodations@careersourceclm.com) at least three business days in advance. Additionally, program information may be made available in Spanish upon request. A proud partner of the American Job Center Network.

Stevens Amendment -CareerSource Citrus Levy Marion is supported by the Employment and Training Administration of the U.S. Department of Labor as part of an award totaling \$6,200,000.00 with no percentage financed from non-governmental sources.

Contract #SBMC PY23-04 July 1, 2023



**MASTER SERVICES CONTRACT  
ON-THE-JOB TRAINING  
AND  
CUSTOM BUSINESS TRAINING**

This Master Services Contract is entered into between **Citrus Levy Marion Regional Workforce Development Board, Inc.**, d/b/a and hereinafter referred to as CareerSource Citrus Levy Marion, and **A & M Manufacturing** for the purpose of committing CareerSource Citrus Levy Marion's support for future On-the-Job Training (OJT) and/or Custom Business Training (CBT) agreements.

It is understood by both parties that the actual obligation of the maximum funds contained in this Master Contract will be disbursed through individual OJT and/or CBT agreements, and that such agreements are also subject to fund availability.

For the purpose of this master contract, the subsequent executed individual OJT and/or CBT agreements are the actual encumbering documents. The parties understand that the obligation of funds is dependent on the availability of funding and the appropriate document, or documents in the case of multiple hires or training needs, being signed by both parties prior to the actual hire date or start of training.

**A & M Manufacturing** understands that it will be required to invoice CareerSource Citrus Levy Marion as stated in each agreement to obtain a reimbursement for its expenses and that such invoicing must be in a timely manner as stated in each agreement.

CareerSource Citrus Levy Marion agrees to commit a total of **\$20,000.00** under the conditions stated herein.

The master services contract will be in effect **July 1, 2023**, or the date of the signature page, through **June 30, 2024**.

**SIGNATURE PAGE**

**IN WITNESSES WHEREOF**, the parties hereto have duly executed this Contract and in signing and dating same, 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.

**For: CAREERSOURCE CITRUS LEVY MARION**

**For: A & M MANUFACTURING**

  
SIGNATURE

  
SIGNATURE

THOMAS E. SKINNER, JR.  
PRINTED NAME

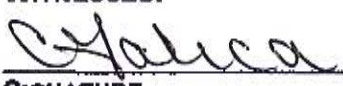
JOHN D. HEMKEN  
PRINTED NAME


Chief Executive Officer  
TITLE


OWNER / CEO  
TITLE

6/20/23  
DATE

6/12/23  
DATE

**WITNESSES:**  
  
SIGNATURE

**WITNESSES:**  
  
SIGNATURE

  
SIGNATURE

  
SIGNATURE

CareerSource Citrus Levy Marion is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711. A proud member of the American Job Center Network.

Stevens Amendment – CareerSource Citrus Levy Marion is supported by the Employment and Training Administration of the U.S. Department of Labor as part of an award totaling \$8,200,000.00 with no percentage financed from non-governmental sources.

PY23-CBT/OJT-01

**Ron DeSantis**  
GOVERNOR



**J. Alex Kelly**  
SECRETARY

**DATE:** June 29, 2023

**TO:** Local Workforce Development Board 10: Citrus Levy Marion

**FROM:** Keantha B. Moore, Deputy Chief, Bureau of One-Stop and Program Support *Keantha B. Moore*

**SUBJECT:** Related Party Contract Review Notification

The above-referenced local workforce development board (LWDB) submitted the following related party contract(s) to the Department of Economic Opportunity (DEO) for reporting purposes or prior approval:

| Contracting Entity | Service Type | Contract Amount |
|--------------------|--------------|-----------------|
| A&M Manufacturing  | OJT          | \$20,000.00     |

DEO reviewed the documents provided to ensure compliance with Section 15 of the grantee-subgrantee agreement between DEO and the LWDB, as well as CareerSource Florida Strategic Policy (2012.05.24.A.2), as amended.

Based on the amount of the contract and the outcome of DEO's review, the contract(s) is determined to be:

- ☐ **Compliant** – The above-referenced contract(s) did not require prior approval by DEO but was determined to meet the statutory requirements. The contract(s) must be published on the LWDB's website within 10 days after approval by the LWDB and must remain on the website for at least one year after the contract is terminated.
- ☒ **Approved** – The above-referenced contract(s) was determined to meet the criteria for approval. The LWDB may proceed with the contracting process with the contracting entity. The contract(s) must be published on the LWDB's website within 10 days after approval by DEO and must remain on the website for at least one year after the contract is terminated.
- ☐ **Denied** – The contract(s) submitted was determined not to meet the criteria for approval.

Please contact the DEO team at [WorkforceContract.Review@deo.myflorida.com](mailto:WorkforceContract.Review@deo.myflorida.com) with any questions.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850-245-7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org) | [www.Twitter.com/FLDEO](https://twitter.com/FLDEO) | [www.Facebook.com/FLDEO](https://www.Facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

There were no public comments.

### **APPROVAL OF MINUTES**

Kathy Judkins made a motion to approve the minutes from the March 8, 2023, meeting. Charles Harris seconded the motion. Motion carried.

### **PRESENTATION**

#### **DEO Annual Performance Review**

Rusty Skinner explained that DEO provided the draft of the presentation late Monday afternoon. The presentation contained inaccurate information and will need a thorough review. The presentation has been moved to September.

### **RELATED PARTIES CONTRACT APPROVALS 2023-2024**

#### **Master Contracts Requiring 2/3rds Vote**

1. Citrus County Chamber of Commerce  
Deb Stanley made a motion to approve the Citrus County Chamber of Commerce contract. Kevin Cunningham, and John Murphy abstained due to a conflict. Carl Flanagan disclosed a conflict but was not present to abstain. Mark Paugh seconded the motion. Motion carried.
2. Levy County Schools  
Kathy Judkins made a motion to approve the Levy County Schools contract. Tanya Taylor abstained due to a conflict. Charles Harris seconded the motion. Motion carried.
3. College of Central Florida  
John Murphy made a motion to approve the College of Central Florida contract. Mark Paugh abstained due to a conflict. Deb Stanley seconded the motion. Motion carried.
4. Marion County School Board  
Kathy Judkins made a motion to approve the Marion County School Board contract. Ben Whitehouse abstained due to a conflict. Pat Reddish seconded the motion. Motion carried.

#### **Master Contracts Requiring 2/3rds Vote - OJT, CBT, or Apprenticeship Training Opportunities**

5. Ancorp  
Charles Harris made a motion to approve the Ancorp contract. Arno Proctor abstained due to a conflict. Pat Reddish seconded the motion. Motion carried.
6. Key Training Center  
Mark Paugh made a motion to approve the Key Training Center contract. Theresa Flick abstained due to a conflict. Kathy Judkins seconded the motion. Motion carried.
- \* 7. A & M Manufacturing  
John Murphy made a motion to approve the A & M Manufacturing contract. John Hemken disclosed a conflict but was not present to abstain. Pat Reddish seconded the motion. Motion carried.
8. Ocala Housing Authority  
Charles Harris made a motion to approve the Ocala Housing Authority contract. Judy Houlios abstained due to a conflict. Kathy Judkins seconded the motion. Motion carried.





**MASTER SERVICES CONTRACT  
ON-THE-JOB TRAINING  
AND  
CUSTOM BUSINESS TRAINING**

This Master Services Contract is entered into between **Citrus Levy Marion Regional Workforce Development Board, Inc.**, d/b/a and hereinafter referred to as CareerSource Citrus Levy Marion, and **ANCORP** for the purpose of committing CareerSource Citrus Levy Marion's support for future On-the-Job Training (OJT) and/or Custom Business Training (CBT) agreements.

It is understood by both parties that the actual obligation of the maximum funds contained in this Master Contract will be disbursed through individual OJT and/or CBT agreements, and that such agreements are also subject to fund availability.

For the purpose of this master contract, the subsequent executed individual OJT and/or CBT agreements are the actual encumbering documents. The parties understand that the obligation of funds is dependent on the availability of funding and the appropriate document, or documents in the case of multiple hires or training needs, being signed by both parties prior to the actual hire date or start of training.

**ANCORP** understands that it will be required to invoice CareerSource Citrus Levy Marion as stated in each agreement to obtain a reimbursement for its expenses and that such invoicing must be in a timely manner as stated in each agreement.

CareerSource Citrus Levy Marion agrees to commit a total of **\$20,000.00** under the conditions stated herein.

The master services contract will be in effect **July 1, 2023**, or the date of the signature page, through **June 30, 2024**.

**SIGNATURE PAGE**

IN WITNESSES WHEREOF, the parties hereto have duly executed this Contract and in signing and dating same, 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.

For: CAREERSOURCE CITRUS LEVY MARION

For: ANCORP

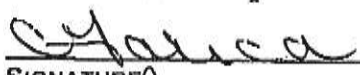
  
SIGNATURE


THOMAS E. SKINNER, JR.  
PRINTED NAME

Chief Executive Officer  
TITLE

6/20/23  
DATE

WITNESSES:

  
SIGNATURE

  
SIGNATURE

Arno E Proctor Digitally signed by Arno E Proctor  
Date: 2023.06.09 10:23:26 -0400

SIGNATURE

Arno Proctor  
PRINTED NAME

CFO/COO  
TITLE

6-9-2023  
DATE

WITNESSES:

  
SIGNATURE

  
SIGNATURE

CareerSource Citrus Levy Marion is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711. A proud member of the American Job Center Network.

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PY23-CBT/OJT-05



**Ron DeSantis**  
GOVERNOR



**J. Alex Kelly**  
SECRETARY

**DATE:** June 29, 2023  
**TO:** Local Workforce Development Board 10: Citrus Levy Marion  
**FROM:** Keantha B. Moore, Deputy Chief, Bureau of One-Stop and Program Support *Keantha B. Moore*  
**SUBJECT:** Related Party Contract Review Notification

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DEO reviewed the documents provided to ensure compliance with Section 15 of the grantee-subgrantee agreement between DEO and the LWDB, as well as CareerSource Florida Strategic Policy (2012.05.24.A.2), as amended.

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- ☐ **Denied** – The contract(s) submitted was determined not to meet the criteria for approval.

Please contact the DEO team at [WorkforceContract.Review@deo.myflorida.com](mailto:WorkforceContract.Review@deo.myflorida.com) with any questions.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850-245-7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org) | [www.Twitter.com/FLDEO](https://twitter.com/FLDEO) | [www.Facebook.com/FLDEO](https://www.Facebook.com/FLDEO)

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**MASTER SERVICES CONTRACT  
ON-THE-JOB TRAINING  
AND  
CUSTOM BUSINESS TRAINING**

This Master Services Contract is entered into between **Citrus Levy Marion Regional Workforce Development Board, Inc.**, d/b/a and hereinafter referred to as CareerSource Citrus Levy Marion, and **Key Training Center** for the purpose of committing CareerSource Citrus Levy Marion's support for future On-the-Job Training (OJT) and/or Custom Business Training (CBT) agreements.

It is understood by both parties that the actual obligation of the maximum funds contained in this Master Contract will be disbursed through individual OJT and/or CBT agreements, and that such agreements are also subject to fund availability.

For the purpose of this master contract, the subsequent executed individual OJT and/or CBT agreements are the actual encumbering documents. The parties understand that the obligation of funds is dependent on the availability of funding and the appropriate document, or documents in the case of multiple hires or training needs, being signed by both parties prior to the actual hire date or start of training.

**Key Training Center** understands that it will be required to invoice CareerSource Citrus Levy Marion as stated in each agreement to obtain a reimbursement for its expenses and that such invoicing must be in a timely manner as stated in each agreement.


CareerSource Citrus Levy Marion agrees to commit a total of **\$20,000.00** under the conditions stated herein.

The master services contract will be in effect **July 1, 2023**, or the date of the signature page, through **June 30, 2024**.

**SIGNATURE PAGE**

**IN WITNESSES WHEREOF**, the parties hereto have duly executed this Contract and in signing and dating same, 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.

**For:** CAREERSOURCE CITRUS LEVY MARION


  
SIGNATURE

THOMAS E. SKINNER, JR.  
PRINTED NAME

Chief Executive Officer  
TITLE

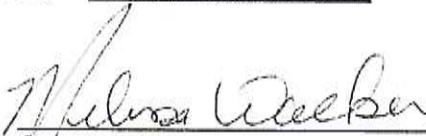
6-27-23  
DATE

**WITNESSES:**

  
SIGNATURE

6-27-23  
SIGNATURE

**For:** KEY TRAINING CENTER

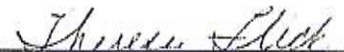
  
SIGNATURE

Melissa Walker  
PRINTED NAME

Executive Director  
TITLE

6/26/23  
DATE

**WITNESSES:**

  
SIGNATURE

Marey Cheyke  
SIGNATURE

CareerSource Citrus Levy Marion is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711. A proud member of the American Job Center Network.

Stevens Amendment – CareerSource Citrus Levy Marion is supported by the Employment and Training Administration of the U.S. Department of Labor as part of an award totaling \$8,200,000.00 with no percentage financed from non-governmental sources.

PY23-CBT/OJT-01

There were no public comments.

### **APPROVAL OF MINUTES**

Kathy Judkins made a motion to approve the minutes from the March 8, 2023, meeting. Charles Harris seconded the motion. Motion carried.

### **PRESENTATION**

#### **DEO Annual Performance Review**

Rusty Skinner explained that DEO provided the draft of the presentation late Monday afternoon. The presentation contained inaccurate information and will need a thorough review. The presentation has been moved to September.

### **RELATED PARTIES CONTRACT APPROVALS 2023-2024**

#### **Master Contracts Requiring 2/3rds Vote**

1. Citrus County Chamber of Commerce  
Deb Stanley made a motion to approve the Citrus County Chamber of Commerce contract. Kevin Cunningham, and John Murphy abstained due to a conflict. Carl Flanagan disclosed a conflict but was not present to abstain. Mark Paugh seconded the motion. Motion carried.
2. Levy County Schools  
Kathy Judkins made a motion to approve the Levy County Schools contract. Tanya Taylor abstained due to a conflict. Charles Harris seconded the motion. Motion carried.
3. College of Central Florida  
John Murphy made a motion to approve the College of Central Florida contract. Mark Paugh abstained due to a conflict. Deb Stanley seconded the motion. Motion carried.
4. Marion County School Board  
Kathy Judkins made a motion to approve the Marion County School Board contract. Ben Whitehouse abstained due to a conflict. Pat Reddish seconded the motion. Motion carried.

#### **Master Contracts Requiring 2/3rds Vote - OJT, CBT, or Apprenticeship Training Opportunities**

5. Ancorp  
Charles Harris made a motion to approve the Ancorp contract. Arno Proctor abstained due to a conflict. Pat Reddish seconded the motion. Motion carried.
6. Key Training Center  
Mark Paugh made a motion to approve the Key Training Center contract. Theresa Flick abstained due to a conflict. Kathy Judkins seconded the motion. Motion carried.
7. A & M Manufacturing  
John Murphy made a motion to approve the A & M Manufacturing contract. John Hemken disclosed a conflict but was not present to abstain. Pat Reddish seconded the motion. Motion carried.
8. Ocala Housing Authority  
Charles Harris made a motion to approve the Ocala Housing Authority contract. Judy Houlios abstained due to a conflict. Kathy Judkins seconded the motion. Motion carried.



**Ron DeSantis**  
GOVERNOR



**J. Alex Kelly**  
SECRETARY

**DATE:** June 29, 2023

**TO:** Local Workforce Development Board 10: Citrus Levy Marion

**FROM:** Keantha B. Moore, Deputy Chief, Bureau of One-Stop and Program Support

**SUBJECT:** Related Party Contract Review Notification

The above-referenced local workforce development board (LWDB) submitted the following related party contract(s) to the Department of Economic Opportunity (DEO) for reporting purposes or prior approval:

| Contracting Entity  | Service Type | Contract Amount |
|---------------------|--------------|-----------------|
| Key Training Center | OJT          | \$20,000.00     |

DEO reviewed the documents provided to ensure compliance with Section 15 of the grantee-subgrantee agreement between DEO and the LWDB, as well as CareerSource Florida Strategic Policy (2012.05.24.A.2), as amended.

Based on the amount of the contract and the outcome of DEO's review, the contract(s) is determined to be:

- ☐ **Compliant** – The above-referenced contract(s) did not require prior approval by DEO but was determined to meet the statutory requirements. The contract(s) must be published on the LWDB's website within 10 days after approval by the LWDB and must remain on the website for at least one year after the contract is terminated.
- ☒ **Approved** – The above-referenced contract(s) was determined to meet the criteria for approval. The LWDB may proceed with the contracting process with the contracting entity. The contract(s) must be published on the LWDB's website within 10 days after approval by DEO and must remain on the website for at least one year after the contract is terminated.
- ☐ **Denied** – The contract(s) submitted was determined not to meet the criteria for approval.

Please contact the DEO team at [WorkforceContract.Review@deo.myflorida.com](mailto:WorkforceContract.Review@deo.myflorida.com) with any questions.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850-245-7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org) | [www.Twitter.com/FLDEO](https://twitter.com/FLDEO) | [www.Facebook.com/FLDEO](https://www.Facebook.com/FLDEO)

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**MASTER SERVICES CONTRACT  
ON-THE-JOB TRAINING  
AND  
CUSTOM BUSINESS TRAINING**

This Master Services Contract is entered into between **Citrus Levy Marion Regional Workforce Development Board, Inc.**, d/b/a and hereinafter referred to as CareerSource Citrus Levy Marion, and **Ocala Housing Authority** for the purpose of committing CareerSource Citrus Levy Marion's support for future On-the-Job Training (OJT) and/or Custom Business Training (CBT) agreements.

It is understood by both parties that the actual obligation of the maximum funds contained in this Master Contract will be disbursed through individual OJT and/or CBT agreements, and that such agreements are also subject to fund availability.

For the purpose of this master contract, the subsequent executed individual OJT and/or CBT agreements are the actual encumbering documents. The parties understand that the obligation of funds is dependent on the availability of funding and the appropriate document, or documents in the case of multiple hires or training needs, being signed by both parties prior to the actual hire date or start of training.

**Ocala Housing Authority** understands that it will be required to invoice CareerSource Citrus Levy Marion as stated in each agreement to obtain a reimbursement for its expenses and that such invoicing must be in a timely manner as stated in each agreement.

CareerSource Citrus Levy Marion agrees to commit a total of **\$20,000.00** under the conditions stated herein.

The master services contract will be in effect **July 1, 2023**, or the date of the signature page, through **June 30, 2024**.

SIGNATURE PAGE

IN WITNESSES WHEREOF, the parties hereto have duly executed this Contract and in signing and dating same, 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.

For: CAREERSOURCE CITRUS LEVY MARION


  
SIGNATURE

THOMAS E. SKINNER, JR.  
PRINTED NAME

Chief Executive Officer  
TITLE

7/12/23  
DATE

WITNESSES:

  
SIGNATURE

  
SIGNATURE

For: OCALA HOUSING AUTHORITY


Dr. Gwendolyn B. Dawson  
SIGNATURE


Gwendolyn B. Dawson  
PRINTED NAME

Chief Executive Officer  
TITLE

6-26-2023  
DATE

WITNESSES:

  
SIGNATURE

  
SIGNATURE

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Slevens Amendment - CareerSource Citrus Levy Marion is supported by the Employment and Training Administration of the U.S. Department of Labor as part of an award totaling \$8,200,000.00 with no percentage financed from non-governmental sources.

PY23-CBT/OJT-04



There were no public comments.

### **APPROVAL OF MINUTES**

Kathy Judkins made a motion to approve the minutes from the March 8, 2023, meeting. Charles Harris seconded the motion. Motion carried.

### **PRESENTATION**

#### **DEO Annual Performance Review**

Rusty Skinner explained that DEO provided the draft of the presentation late Monday afternoon. The presentation contained inaccurate information and will need a thorough review. The presentation has been moved to September.

### **RELATED PARTIES CONTRACT APPROVALS 2023-2024**

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**Ron DeSantis**  
GOVERNOR



**J. Alex Kelly**  
SECRETARY

**DATE:** June 29, 2023

**TO:** Local Workforce Development Board 10: Citrus Levy Marion

**FROM:** Keantha B. Moore, Deputy Chief, Bureau of One-Stop and Program Support

**SUBJECT:** Related Party Contract Review Notification

The above-referenced local workforce development board (LWDB) submitted the following related party contract(s) to the Department of Economic Opportunity (DEO) for reporting purposes or prior approval:

| Contracting Entity      | Service Type | Contract Amount |
|-------------------------|--------------|-----------------|
| Ocala Housing Authority | OJT          | \$20,000.00     |

DEO reviewed the documents provided to ensure compliance with Section 15 of the grantee-subgrantee agreement between DEO and the LWDB, as well as CareerSource Florida Strategic Policy (2012.05.24.A.2), as amended.

Based on the amount of the contract and the outcome of DEO's review, the contract(s) is determined to be:

- ☐ **Compliant** – The above-referenced contract(s) did not require prior approval by DEO but was determined to meet the statutory requirements. The contract(s) must be published on the LWDB's website within 10 days after approval by the LWDB and must remain on the website for at least one year after the contract is terminated.
- ☒ **Approved** – The above-referenced contract(s) was determined to meet the criteria for approval. The LWDB may proceed with the contracting process with the contracting entity. The contract(s) must be published on the LWDB's website within 10 days after approval by DEO and must remain on the website for at least one year after the contract is terminated.
- ☐ **Denied** – The contract(s) submitted was determined not to meet the criteria for approval.

Please contact the DEO team at [WorkforceContract.Review@deo.myflorida.com](mailto:WorkforceContract.Review@deo.myflorida.com) with any questions.

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**Ron DeSantis**  
GOVERNOR



**J. Alex Kelly**  
SECRETARY

**DATE:** June 29, 2023

**TO:** Local Workforce Development Board 10: Citrus Levy Marion

**FROM:** Keantha B. Moore, Deputy Chief, Bureau of One-Stop and Program Support *Keantha B. Moore*

**SUBJECT:** Related Party Contract Review Notification

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| Contracting Entity                | Service Type                                | Contract Amount |
|-----------------------------------|---|-----------------|
| Citrus County Chamber of Commerce | Employer Outreach; Job Development Services | \$20,000.00     |

DEO reviewed the documents provided to ensure compliance with Section 15 of the grantee-subgrantee agreement between DEO and the LWDB, as well as CareerSource Florida Strategic Policy (2012.05.24.A.2), as amended.

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITRUS MARION LEVY REGIONAL WORKFORCE DEVELOPMENT  
BOARD, INC.  
d/b/a  
CAREERSOURCE CITRUS MARION LEVY  
AND  
CITRUS COUNTY CHAMBER OF COMMERCE**

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as "MOU"), is made and entered into by and between the **Citrus Levy Marion Regional Workforce Development Board, Inc., d/b/a CareerSource Citrus Levy Marion** (hereinafter referred to as "CareerSource CLM") and the **Citrus County Chamber of Commerce** (hereinafter referred to as "the Chamber").

**WHEREAS**, CareerSource CLM has as its vision a workforce system, which is closely linked and driven by the local business needs and demands for skilled workers and the economic development strategies of its three-county area; and

**WHEREAS**, CareerSource CLM and the Chamber are key partners in creating a vibrant local economy that is supplied with a skilled workforce; and

**WHEREAS**, CareerSource CLM's shared strategic vision is based upon a close working relationship with economic development that focuses its talent recruitment and training efforts in support of the economic development priorities and economic development goals and objectives of each county's economic development and chamber organizations.

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, CareerSource CLM and the Chamber agree as follows:

**I. PURPOSE**

The purpose of this MOU is to establish an agreement between CareerSource CLM and the Chamber, concerning their respective roles and responsibilities.

This agreement is intended to establish strong partnerships and operational collaboration that will maximize our resources to prevent duplication of effort, training and educational services

and ensure the effective and efficient delivery of workforce services to the businesses in Citrus, Levy and Marion Counties.

## II. PARTNERSHIP

Jointly, the partners agree to combine strategies and staffing to foster and strengthen the growth and retention of existing businesses within Citrus County and to provide a strong collaboration with respect to talent supply that will encourage and facilitate the recruitment and relocation of new businesses.

Partners agree to work together according to the following general principles:

- Partners agree to a collaborative decision-making process.
- Partners are committed to being flexible and adaptive to changing conditions and resources.
- Partners are committed to measuring progress and fostering continuous improvement towards customer satisfaction, quality service and outcomes.
- Partners will draw on the strengths and contributions of all partners and have the responsibility to contribute resources, expertise and talents.

## III. SCOPE OF WORK

The Chamber and CareerSource CLM agree to provide services in accordance with Exhibit "A", Scope of Work, attached hereto and incorporated herein by reference as if fully set forth herein. The Scope of Work will describe the type of services that will be provided by the partners.

## IV. DURATION

The MOU commences on the day it is signed by all parties or the first day of the program year as defined in section VIII, whichever is later.

## V. AMENDMENTS

This MOU may be modified, altered or revised as necessary by mutual consent of the two partners signing this agreement. Requests to amend or modify this agreement shall be submitted in writing to the other partner at least 30 days prior to the effective date of change and upon agreement of the partners, shall be attached to the original MOU.

## VI. ASSURANCE STATEMENT

As a condition to the partnership under the WIOA, partner assures, with respect to operation of the WIOA financially funded program or activity and all agreements or arrangements to carry out the WIOA funded program or activity, 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 (WIOA)***, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, marital status, veteran status, 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 financially assisted program or activity; *Title VI of the Civil Rights Act of 1964, as amended*, which prohibits discrimination on the basis 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; *Title IX of the Education Amendments of 1972, as amended*, which prohibits discrimination on the basis of sex in educational programs; *with 29 CFR Part 37 and 45 CFR Part 80, the Drug-Free Workplace Act of 1988, and all other applicable regulations implementing the laws listed above*. The United States has the right to seek judicial enforcement of this assurance.

## **VII. DISPUTE RESOLUTION**

If a dispute shall arise, partner should contact CareerSource CLM and try to resolve the dispute. If the dispute cannot be resolved, procedures as outlined in CareerSource CLM's grievance and complaint policy will be followed.

## **VIII. EFFECTIVE DATE**

The effective date of this agreement shall be July 1, 2023, and all services and payments enumerated in this agreement shall begin effective that date.

## **IX. TERMINATION**

1. **TERMINATION FOR CONVENIENCE:** CareerSource Citrus Levy Marion or the Chamber may terminate this Contract upon thirty (30) days written notice to the other party. In the event of a termination for convenience, CareerSource Citrus Levy Marion shall be responsible for any outstanding allowable costs incurred up through the date of receipt of the termination notice. The Chamber shall be responsible for their obligations up through the date of receipt of notice of termination.
2. **TERMINATION FOR CAUSE:** CareerSource Citrus Levy Marion may terminate immediately the whole or any part of this Contract if the Chamber fails to meet the established goals set forth within this MOU. If, through any cause, the Chamber fails to fulfill the obligations under this MOU, or if the Chamber violates any covenants or stipulations of this MOU, CareerSource Citrus Levy Marion shall thereupon have the right to terminate this MOU by giving written notice to the Chamber of such termination. The Chamber shall be entitled to receive payment only for approved costs incurred prior to the effective date of the termination.
3. **TERMINATION FOR NON-PERFORMANCE:** Failure to comply with any of the terms and conditions of this MOU shall constitute grounds for termination. This contract may be terminated for non-performance by either the Chamber or CareerSource Citrus Levy Marion or following written notice to the other party.

## **X. STEVENS AMENDMENT**

The actions under this memorandum of understanding is supported the Employment and Training Administration of the U.S. Department of Labor as an award totaling \$8,600,000.00 with no percentage financed from non-governmental sources.

### **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.

## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have duly executed this MOU and in signing and dating same, thereby validating this agreement; the parties also certify that each possesses legal authority to bind their respective organizations in their capacity as a signatory official. The signing parties agree to comply with all the terms and provisions of this MOU.

APPROVED FOR CITRUS LEVY MARION  
REGIONAL WORKFORCE DEVELOPMENT BOARD,  
INC.:

BY: \_\_\_\_\_

NAME: THOMAS E. SKINNER, JR.

TITLE: CHIEF EXECUTIVE OFFICER

DATE: 11/10/23

APPROVED FOR CITRUS COUNTY CHAMBER  
OF COMMERCE:

BY: \_\_\_\_\_

NAME: Josh Wooten

TITLE: President / CEO

DATE: 7-7-23



## EXHIBIT A - SCOPE OF WORK

CareerSource CLM desires to assist the Chamber in fulfilling its economic development mission by being a key partner in the talent supply system. As a key partner, CareerSource CLM agrees to provide funding to support a coordinated business outreach program with its economic development partner, based upon measureable, achievable goals and objectives. These services are built around the economic development vision of the community as it relates to business recruitment and existing business services. The provision of these services is based upon the following business approach.

**As part of the agreement CareerSource CLM agrees to the following:**

1. CareerSource CLM will designate a key management team member to coordinate with the Chamber. The staff member shall be the Business Development Manager.
2. At initial contact by a business, the Chamber will determine whether talent availability or information is required by the business contact (whether a recruitment prospect or an existing business) and engage CareerSource CLM in the planning for and discussion with the business entity.
3. CareerSource CLM will develop a talent recruitment/training plan/proposal to support the recruitment or retention/expansion of the business. It may include:
  - a. Labor market/talent supply information
  - b. Wage and salary data
  - c. Value added recruitment services
  - d. Assistance in coordinating and financing the cost of training new or existing employees with the business, the Chamber and the appropriate education/training partner(s).
  - e. Direct financial assistance to the business in the form of an On-the-Job training reimbursement contract or an Employed Worker Training (Custom Business Training) contract.
  - f. Coordination and assistance to secure a Quick Response Training Grant, an Incumbent Worker Training grant or other State of Florida or national grants that may be available.
  - g. Development of paid work experience or internship opportunities for CareerSource CLM candidates.
4. CareerSource CLM will participate with the Chamber in various planning and information events designed to further the goals of economic development, including studies, workshops, and seminars. CareerSource CLM may assist financially, if such events are qualified for financial support and funds are available. Participation and financial assistance will not be part of this MOU but funded separately.

5. CareerSource CLM will work with the Chamber in other areas not covered under the business outreach agreement in support of its grant and economic development objectives, based upon funding availability.

**As part of the agreement the Chamber agrees to the following:**

1. The Chamber President/CEO will be directly responsible for the economic development program as the Workforce liaison. The Chamber may designate a key staff member to act in this role.
2. The Chamber will engage CareerSource CLM as an active member of its business recruitment and expansion services program.
3. The Chamber and CareerSource CLM will meet and/or at least communicate quarterly to review services and support for recruitment and retention prospects; update status and refine services based upon the most current information from the business.
4. The Chamber will inform CareerSource CLM of recruitment and retention efforts, if joint contact is not feasible, so that CareerSource CLM can follow-up with a coordinated support program.
5. The Chamber and CareerSource CLM will coordinate together on economic development, recruitment and/or retention prospects as they become known.
6. The conceptual basis of cost reimbursement is staff time. While specific time and attendance documentation is not required, the Chamber understands that the ability of CareerSource CLM to substantiate the payment of invoices will be the documentation of the items listed in 1 through 5 above as they related to the goals listed in Exhibit C.
7. The Chamber also understands that CareerSource CLM cannot support any lobbying activities designed to influence state or national legislation and agrees that the funds under this agreement will not be used for such purposes. Activities that provide local and state elected officials information about economic development or workforce projects are not considered lobbying.
8. The Chamber will meet the performance objectives which will be attached after negotiations are completed with CareerSource Citrus Levy Marion as attachment C.

**As part of this agreement CareerSource CLM and CHAMBER agrees to the following:**

1. The Chamber and CareerSource CLM will continue to coordinate together on communications efforts in relationship to business outreach to ensure consistent messaging and tracking of activities on businesses, and work activities conducted on each business.
2. The Chamber and CareerSource CLM will jointly work together to ensure all press releases on any new business expansion and/or relocations of business to the region

are shared and promote both the Chamber and CareerSource CLM contributions to the business to the extent each is creating the press releases.

|   |
|---|
| <b>EXHIBIT B - BUDGET, INVOICING AND PAYMENTS</b> |
|---|

In support of this MOU, CareerSource CLM agrees to pay the Chamber **Twenty thousand (\$20,000)**, the total amount not to exceed **Twenty thousand dollars** in a twelve-month period that begins July 1<sup>st</sup> of each program year and ends on June 30<sup>th</sup> of the following program year.

Such payments shall be made quarterly based upon the Chamber providing appropriate documentation of its work for the previous month, as described in the "Scope of Work" above, to CareerSource CLM. CareerSource CLM will work with the Chamber staff to ensure that proper documentation is coordinated prior to invoicing. The Chamber will submit a quarterly invoice within 15 days of the previous quarter's completion.

This is a pay for performance agreement and is subject to a 5% performance holdback for performance not met by the end of the second quarter (12/31/2023). The 5% holdback will apply for the full performance amount paid to date within the contract period. Any holdback retained can be recouped if all goals are met prior to the end of the program year (6/30/2024).

The Chamber understands that the funding that supports this MOU is awarded to CareerSource CLM through an annual appropriations process that involves the Legislature and Governor of the State of Florida; and realizes that the actual funding level of the MOU may be adjusted annually based upon that appropriations process and actions of the CareerSource CLM Board of Directors.

## EXHIBIT C – PERFORMANCE OBJECTIVES

### Attachment C:

The Chamber will achieve the following objectives during program year 2023/2024. Coordination of these goals will be outlined on monthly invoices.

| <b>Quarter 1</b>  |                   |
|---|-------------------|
| <b>Goal Description</b>   | <b>Goal count</b> |
| Conduct at least one quarterly meeting with CSCLM Business Development Manager to discuss business needs and challenges | 1                 |
| Conduct joint business and retention visits   | 3                 |
| Provide business referrals to Talent Center for professional recruitment services                                       | 2                 |
| Provide business referrals to CareerSource for workforce services   | 6                 |
| Assist with planning, scheduling, staffing and logistics for the annual Citrus County Youth Career Expo                 | 1                 |
| <b>Quarter 2</b>  |                   |
| <b>Goal Description</b>   | <b>Goal count</b> |
| Conduct at least one quarterly meeting with CSCLM Business Development Manager to discuss business needs and challenges | 1                 |
| Conduct joint business and retention visits   | 3                 |
| Provide business referrals to Talent Center for professional recruitment services                                       | 2                 |
| Provide business referrals to CareerSource for workforce services   | 6                 |
| Provide staff to cover staffing requirements during the annual Citrus County Youth Career Expo                          | 1                 |
| <b>Quarter 3</b>  |                   |
| <b>Goal Description</b>   | <b>Goal count</b> |
| Conduct at least one quarterly meeting with CSCLM Business Development Manager to discuss business needs and challenges | 1                 |
| Conduct joint business and retention visits   | 3                 |
| Provide business referrals to Talent Center for professional recruitment services                                       | 2                 |
| Provide business referrals to CareerSource for workforce services   | 6                 |

**Quarter 4**

| <b>Goal Description</b>   | <b>Goal count</b> |
|---|-------------------|
| Conduct at least one quarterly meeting with CSCLM Business Development Manager to discuss business needs and challenges | 1                 |
| Conduct joint business and retention visits   | 3                 |
| Provide business referrals to Talent Center for professional recruitment services                                       | 2                 |
| Provide business referrals to CareerSource for workforce services   | 6                 |

**Annual Totals**

| <b>Goal Description</b>   | <b>Goal count</b> |
|---|-------------------|
| Conduct at least one quarterly meeting with CSCLM Business Development Manager to discuss business needs and challenges | 4                 |
| Conduct joint business and retention visits   | 12                |
| Provide business referrals to Talent Center for professional recruitment services                                       | 8                 |
| Provide business referrals to CareerSource for workforce services   | 24                |
| Provide staff to cover staffing requirements during the annual Citrus County Youth Career Expo                          | 1                 |
| Assist with planning, scheduling, staffing and logistics for the annual Citrus County Youth Career Expo during Q3       | 1                 |