

Contract

This Contract is made and entered into this 1st day of July 2023 by and between the Workforce Development Board of Flagler and Volusia Counties, Inc., d.b.a. CareerSource Flagler Volusia, (hereafter refer to as CareerSourceFV) a Florida private not-for-profit corporation, whose principal address is 329 Bill France Boulevard, Daytona Beach, Florida 32114, and Palm Coast-Flagler Regional Chamber of Commerce (hereafter referred to as Contractor), whose principal address is 145 City Pl. Ste 300, Palm Coast, Florida 32164.

1) Background

CareerSourceFV is the recipient of the Workforce Innovation and Opportunity Act Rural Initiatives specifically for Flagler County as a qualified county as defined as “economically distressed” in the State of Florida’s Department of Economic Opportunity Rural Economic Development Initiative (REDI) Eligible Counties and Communities memo and as dispersed by CareerSource Florida. CareerSourceFV is also the recipient of Workforce Innovation and Opportunity Act Dislocated Worker funds, which may be used in accordance with CareerSource Florida Administrative Policy #114, Rapid Response Program Administration, for “ongoing engagement, partnership, and relationship-building activities with businesses in the community, in order to create an environment for successful layoff aversion efforts”.

2) Purpose

The purpose of this Contract is for the Contractor to use the Rural Initiative and Workforce Innovation and Opportunity Act Dislocated Worker funds in a manner benefitting the economic condition of Flagler County through services and outreach to small businesses.

3) CareerSourceFV Responsibilities. CareerSourceFV will assign the necessary personnel and funds to provide the following:

- a) Work in collaboration to serve Flagler County businesses.
- b) Assign one point of contact for this Contract.
- c) Pay Contractor on a payment schedule upon receipt of completed monthly status reports.

4) Contractor Responsibilities. The Contractor will assign the necessary resources, including personnel, to provide the following:

- a) Complete deliverables as outlined, including working in collaboration with CareerSourceFV to serve Flagler County small businesses
- b) Submit monthly invoices no later than 15 days
- c) Assign one point of contact for this Contract

5) Payment Schedule. The total amount available through this Contract is Fifty Thousand Dollars (\$50,000). The Contractor may be reimbursed for costs as outlined here:

Small Business Boot Camp

The Contractor may be reimbursed up to \$2,500 for a speaker series for small business/home-based business and entrepreneurs. This cost is based upon an average of \$250 per speaker.

Business Expo

The Contractor may be reimbursed up to \$9,000 for a second annual Small Business expo. Costs incurred here may include outreach, facility and law enforcement fees, and costs generally associated with drawing a crowd. Food and beverage are not allowed costs.

Startup Expo

The Contractor may be reimbursed up to \$9,000 for an expo, specifically targeting potential and new startups in Flagler County, to introduce various city departments and community resources, such as SCORE and SBDC.

Mentorship

The Contractor may be reimbursed up to \$5,000, either directly or through a third party, to provide mentorship and support for small business in Flagler County.

Outreach

The Contractor may be reimbursed up to \$12,500 for outreach for all activities supported through this initiative.

The Contractor will be reimbursed for these costs upon receipt of invoice and documentation for costs. A twenty percent (20%) variance may occur between the activities with approval from CareerSourceFV prior to expenditure.

In addition to reimbursement for the costs listed above, the Contractor may earn up to \$12,000 for coordinating activities funded through this initiative. The Contractor will earn \$1,000 per month upon receipt of a detailed report outlining progress on these activities.

6) Funding

As a condition precedent, this Contract is contingent upon the State of Florida receiving Workforce Innovation and Opportunity Act funds and the receipt of these funds by CareerSourceFV. CareerSourceFV is only a distributor of these funds and is not obligated further.

7) Confidentiality

All Parties agree to observe the confidentiality provisions of their respective programs and regulations. All appropriate information will be shared only between the Parties.

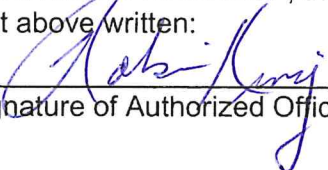
8) Contract Term, Amendment and Cancellation of Contract

9) Either CareerSourceFV or the Contractor may amend or cancel their involvement in this Contract as outlined in CareerSourceFV's terms and conditions. The Contract will end of June 30, 2024.

This Contract is subject to, and incorporates, the following:

- a) Attachment A
 - i) 2021-2022 Contract between CareerSource Flagler Volusia and Palm Coast – Flagler Regional Chamber of Commerce.
- b) Attachment B
 - i) Section A - General Terms and Conditions
 - ii) Section B - Special Terms and Conditions

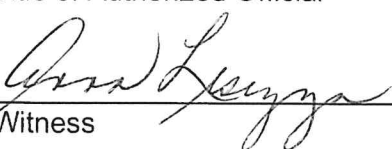
IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written:



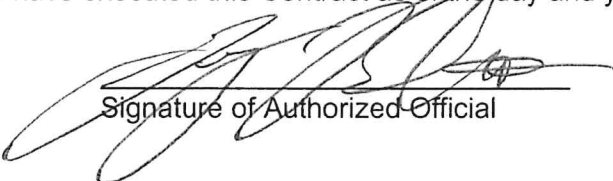
Signature of Authorized Official

Robin R. King
Typed Name of Authorized Official

President & CEO
Title of Authorized Official



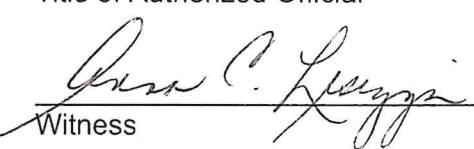
Witness



Signature of Authorized Official

Greg Blosé
Typed Name of Authorized Official

President & CEO
Title of Authorized Official



Witness

Section A: General Terms and Conditions

I Termination of Contract, Modification and Breach of Contract

- A. Modifications to this Contract shall be unilateral in nature when required by changes in US Department of Labor or State of Florida regulations, policies or funding, or when required by a change in State or Federal law.
- B. For Convenience - Either party may terminate the performance of work under this Contract, in whole, or from time to time, in part, whenever it determines such termination or suspension is in their best interest. Written notification from one party, as summarized in Section I, Paragraph E, to the other transmitting notice via certified mail with return receipt is required. Termination will be effective thirty (30) days after the notice has been issued, and the other party will have thirty (30) days after the termination date to close out the Contract.
- C. For Cause - The performance of work under this Contract may be terminated effective immediately, in whole, or from time to time, in part, by the Workforce Development Board of Flagler and Volusia Counties, Inc. d.b.a. CareerSource Flagler Volusia, (CareerSourceFV) at its sole discretion. The Sub-Recipient/Contractor will be notified by certified mail. Termination will be effective immediately and the Sub-Recipient/Contractor will be given thirty (30) days after the termination date to close out the Contract.
 - i) Reasons for termination with cause include, but are not limited to, the following:
 - a) If, through any cause not attributable to CareerSourceFV, the Sub-Recipient/Contractor fails to fulfill in a timely and proper manner its obligations under this Contract.
 - b) If the Sub-Recipient/Contractor violates any of the covenants, agreements or stipulations of this Contract.
 - c) If Temporary Assistance to Needy Families/Welfare Transition Program (TANF/WTP), or Workforce Innovation and Opportunity Act (WIOA) funding is not available.
 - d) If the Sub-Recipient/Contractor fails or refuses to permit inspection of its books by the US Secretary of Labor, Inspector General, CareerSourceFV or its designee, or any authorized person seeking inspection of the Sub-Recipient/Contractor's records pursuant to the Florida Public Records Law, Chapter 119, Florida Statutes.
 - e) If CareerSourceFV determines that it is necessary to protect the integrity of the funds or ensure proper operation of the program.
- D. Notice of Termination of work hereunder shall be effected by either party by the delivery of a Notice of Termination by a certified letter to the other party specifying the extent to which the performance of work under the Contract is terminated and the date upon which such termination becomes effective.
- E. Certified and other mail related to contractual obligations will be sent to the following parties:
 - i) CareerSource Flagler Volusia
Robin King, President & CEO
329 Bill France Boulevard
Daytona Beach, Florida 32114

- ii) For the second party (Sub-Recipient/Contractor):
Authorized Signatory as identified on the Administrative Capability Form, if applicable, included in the awarded proposal.
Business address as identified on the Administrative Capability Form, if applicable included in the awarded proposal.
- F. Action to Be Taken After Receipt of Notice of Termination - After receipt of the notice of termination, the Sub-Recipient/Contractor shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment and miscellaneous items and shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering persons and/or 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 Sub-Recipient/Contractor agrees to:
- i) Settle all outstanding liabilities and claims arising out of such cancellation of commitments or ratify all such settlements.
 - ii) Assign to CareerSourceFV in the manner, at the time and to the extent directed by CareerSourceFV, all of the rights, titles and interests of the Sub-Recipient/Contractor under the orders and subcontracts so terminated. CareerSourceFV shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and second parties.
 - iii) For Cost Reimbursement Contracts: Payments will be made for expenditures incurred up to the date that termination notification is received. CareerSourceFV must receive the final request for cost reimbursement, within thirty (30) days after the termination of the Contract unless otherwise stipulated by CareerSourceFV.
 - iv) Any litigation shall be heard under the laws of Florida and occur in Volusia County, Florida. Attorney Fees; The prevailing party in litigation including breach, enforcement, or interpretation arising out of the RFP or Contract shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs, and expenses.

II Availability of Funds

It is expressly understood and agreed that the obligation of CareerSourceFV to proceed under this Contract is conditioned upon the appropriation of funds by the State of Florida and receipt of Federal and/or State funds. If the funds anticipated for the fulfillment of this Contract are, at any time, not forthcoming or insufficient, either through the failure of the Federal Government to provide funds or the State of Florida to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to CareerSourceFV for the payments or performance due under this Contract, CareerSourceFV shall not be obligated to pay the amounts due under this Contract; and all further obligations of CareerSourceFV under this Contract will cease immediately, without penalty, cost or expense to CareerSourceFV of any kind whatsoever. In the event of such non-appropriation of funds or lack of funds, CareerSourceFV shall notify the Sub-Recipient/Contractor and this Contract shall be null and void.

III Authority to Enter This Contract

The Sub-Recipient/Contractor assures that it possesses legal authority to enter into the Contract; and the authority to file project plans, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient/Contractor to act in connection with the Contract and to

provide such additional information as may be required.

IV Debarment, Suspension and Other Responsibility Matters

A. The Sub-Recipient/Contractor assures that it and its principals; 1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local Department or agency; 2) have not, within a three year period, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 3) are not presently indicted for or otherwise criminally or civilly charged by any government entity (Federal, State or local) with commission of any of the acts outlined herein; 4) have not, within a three year period preceding this Contract, had one or more public transactions terminated for cause or default; 5) are not on the State of Florida's convicted vendor list and, 6) is properly licensed by the State of Florida to perform the services outlined in this contract. The Sub-Recipient/Contractor hereby certifies that all items identified in the preceding paragraph are true.

If CareerSourceFV enters into a contract in the amount of \$1,000,000 or more, in accordance with Section 287.135, F.S., CareerSourceFV will obtain a certification that the contractor is not listed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operation in Cuba or Syria, or meets the conditions for exemption as provided in Section 287.135(4), F.S. CareerSourceFV certifies that it is in compliance with this provision.

V Assignment of Contract

This Contract and the provisions stated herein shall not be assigned by the Sub-Recipient/Contractor without the expressed written consent of CareerSourceFV. The Sub-Recipient/Contractor shall not be relieved of its obligations without specific written release.

While it is understood that the Sub-Recipient/Contractor may enter into agreements or subcontracts with eligible entities for the provision of the services required with the approval of CareerSourceFV, any and all such agreements or subcontracts shall include all of the terms and conditions of the RFP under which this Contract was awarded. The Sub-Recipient/Contractor shall be fully responsible for the performance of its Contract.

Copies of all subcontracts, agreements and modifications thereto shall be forwarded to CareerSourceFV.

VI Continuing Right of Enforcement

The failure of CareerSourceFV to strictly enforce any of the provisions of this Contract, or to require strict performance by the Sub-Recipient/Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or any other provision contained therein nor shall it in any way affect the validity of this Contract or any part hereof, or waive the right of CareerSourceFV to thereafter enforce each and every provision therein.

VII Rights of CareerSourceFV

CareerSourceFV, or any Federal, State or local agency to which CareerSourceFV has responsibility and accountability for funds provided under this Contract shall:

A. Have access to and examine the books, records, and files of the Sub-Recipient/Contractor

necessary to determine compliance with the terms and conditions of this Contract and WIOA, SNAP, TANF, WTP and other Federal or State regulations.

- B. Visit any site, interview any beneficiary, and observe any action covered by the Contract.
- C. Promulgate and require adherence to standards, forms, instructions, and procedures for record keeping and reporting by the Sub-Recipient/Contractor, and where necessary, modify or amend those standards, forms, instructions and procedures to which the Sub-Recipient/Contractor must adhere.

VIII Obligations of CareerSourceFV

CareerSourceFV, through duly authorized representatives, shall have the obligation to:

- A. Make available for review by the Sub-Recipient/Contractor each and every act, regulation, rule, law and plan that is specifically named and incorporated into this Contract.
- B. Notify the Sub-Recipient/Contractor of any changes in such act, regulation, rule, law and plan that is specifically named and incorporated in this Contract which may affect the Sub-Recipient/Contractor's performance under the terms and conditions to this Contract.

IX Catalogue of Federal Domestic Assistance (CFDA) numbers

Below are the CFDA numbers for funding received by CareerSourceFV:

The CFDA numbers for Supplemental Nutrition Assistance Program

- 10.561

The CFDA numbers for Wagner-Peyser

- LVER 17.801
- DVOP 17.801
- UC 17.225
- Employment Services 17.207

The CFDA number for Temporary Assistance for Needy Families is:

- 93.558

The CFDA number for Workforce Innovation and Opportunity Act is:

- Adult 17.258
- Dislocated 17.278
- Youth 17.259

X Records Retention and Maintenance

All recipients of federal financial assistance under the WIOA shall provide access to all documents, papers, letters, or other materials, prepared or received by the recipient regarding the subject matter of the contract, to the Program Review Unit, Office of Workforce Program Development and Guidance, and to the Office for Civil Rights upon request. Staff from the Program Review Unit and the Office for Civil Rights shall have the right to review and copy all such material for use in determining compliance with the nondiscrimination and equal opportunity provisions of the WIOA.

The Sub-Recipient/Contractor agrees:

- A. To maintain financial, participant, statistical, audit and property records and documents pertaining to services provided and the characteristics of applicants, beneficiaries and

participants of programs funded by this Contract as will enable it to properly comply with all reporting requirements of CareerSourceFV. Such records and documents shall be retained and kept available for audit purposes for five (5) years or until an approved audit of both CareerSourceFV and the Sub-Recipient/Contractor is completed, or until all litigation, claims or audit findings involving the records have been resolved, whichever occurs later. Such retention period starts from the date of CareerSourceFV approval of the Sub-Recipient/Contractor's closeout. Should the Sub-Recipient/Contractor be unable to maintain the records, such records shall be transmitted to CareerSourceFV in acceptable condition for storage.

- B. To permit CareerSourceFV, the US Secretary of Labor, the Inspector General of the US Department of Labor, the US Comptroller General, or their designated representatives to have access and the authority to audit, examine, and make excerpts, copies or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the Contract. To carry out this function, officials shall have access to all matter covered by this Contract during regular business hours and at reasonable locations, including the Sub-Recipient/Contractor's office or any other site at which the Sub-Recipient/Contractor may operate, maintain offices, or keep books and records.
- C. That if books and records used by the Sub-Recipient/Contractor, as determined in monitoring or audit reports in accounting for expenses incurred under this Contract, do not meet the minimum standards of accepted accounting practices and records management of CareerSourceFV, CareerSourceFV reserves the right to withhold any or all of its funding to the Sub-Recipient/Contractor until such time as standards are met. CareerSourceFV may withhold payments due under a later agreement to offset disallowed costs identified under an earlier agreement.
- D. That the Sub-Recipient/Contractor may be required to use different administrative or accounting procedures for the planning, controlling, monitoring and reporting of all fiscal and participant matters relating to this Contract.
- E. That all direct and indirect costs shall be charged in accordance with CFR 200 or subsequent guidance.
- F. To establish and maintain an auditable accounting system, and report on an accrual basis in accordance with recognized accounting practices and CareerSourceFV's requirements for fiscal and program reports. This includes establishing record keeping systems that are sufficient to permit the preparation of reports required by the State of Florida and CareerSourceFV and to permit the tracing of funds to a level of expenditure adequate to insure that the funds have not been spent unlawfully.
- G. To keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to insure that the funds have not been unlawfully spent.
- H. Government organizations and non-profits are required to be audited in accordance with CFR 200 or subsequent guidance. Commercial organizations (for-profit) receiving more than \$750,000 in total federal funds for the fiscal year must have either a program specific independent financial and compliance audit in accordance with generally accepted government auditing standards or an organization-wide audit that includes coverage of the federal funds within its scope. Non-federal entities other than commercial organizations that expend less than \$750,000 in total federal funds are exempt from federal audit requirements.
- I. Audits are to be performed annually.
- J. Audit reports should be submitted to CareerSourceFV within thirty (30) days of completion, but no later than nine (9) months after the end of the organization's fiscal year.

- K. That the Sub-Recipient/Contractor will repay CareerSourceFV amounts found not to have been expended in accordance with the Contract or disallowed in the final resolution of the audit report. The Sub-Recipient/Contractor shall repay such amounts from funds other than funds received under the Contract. CareerSourceFV may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs.
- L. The Sub-Recipient/Contractor is required to supply CareerSourceFV with a current DUNS number as required for all recipients and sub-recipients of federal funds.
- M. The Sub-Recipient/Contractor is required to submit annual payroll information to CareerSourceFV of all employees whose time is directly charged or indirectly charged to the contract to establish that salaries are in accordance with the ETA salary cap.
- N. The Sub-Recipient/Contractor is required to submit its indirect cost allocation plan annually if the Sub-Recipient/Contractor allocates indirect costs.
- O. The Sub-Recipient/Contractor is required to maintain a current profile in the Central Sub-Recipient/Contractor Registration (CCR).

XI Reporting

Timely, complete reporting shall be made by the Sub-Recipient/Contractor as required by instructions issued by CareerSourceFV. These reports may include monthly, quarterly and final year-end reports.

XII Submission of Invoices

Failure to submit invoices within thirty (30) days of the activity (unless mutually agreed upon by both parties) shall relieve CareerSourceFV of financial liability. ***Please reference the Statement of Work for further details.***

XIII Liability for Damages and Disallowed Costs

Notwithstanding any terms or conditions of this Contract to the contrary, neither party shall be relieved of liability to the other party for damages sustained by the other party by virtue of any breach of Contract by the other party, or for any disallowed cost; and either party shall have the right to demand of the other party, within a period of time specified by the offended party, the return of any Contract funds used for such disallowed costs, and the Sub-Recipient/Contractor agrees to comply with such demand.

Indemnification and hold harmless clause. Each party will indemnify or hold harmless the other party with respect to damages in connection with bodily injury, illness or any other damage or loss, notwithstanding any term or condition of this Contract to the contrary, either party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Contract by the other party.

XIV Insurance

The Sub-Recipient/Contractor will maintain workers' compensation insurance as required by law, which shall inure to the benefit of all the Sub-Recipient/Contractor's personnel performing services under this Contract.

All Sub-Recipient/Contractors must provide a certificate of insurance for comprehensive general public liability insurance with combined single limit coverage of at least \$1,000,000 or submit a certification that they are self-insured.

The insurance required by this Section shall be maintained at all times during the course of the Contract for the entire period hereof and CareerSourceFV must be given written notice by registered mail at least thirty (30) days in advance of any adverse modification or termination of any insurance.

XV Applicability of Federal, State and Local Laws

Notwithstanding any term or condition of the Contract to the contrary, it is understood by all parties hereto that nothing in this Contract will relieve any of the parties from adherence to applicable Federal, State and local laws and regulations.

XVI Hold Harmless

Both parties further agree to hold and save the other party, its officers, agents and employees harmless from liability of any nature or kind, including costs and expenses for, or on account of, any or all suits for damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Sub-Recipient/Contractor. This includes court costs and attorney's fees incurred by CareerSourceFV. In addition, either party shall hold harmless the other party with respect to any damages for bodily injury, illness or other losses.

XVII Purchase of Property

All property purchased under this contract is subject to prior approval and must comply with the terms of the State of Florida, Department of Economic Opportunity's policy regarding prior approval.

Purchases with a per unit acquisition cost of Five Thousand Dollars (\$5,000.00) or more and the normal life of which is one year or more is defined as property.

XVIII Adherence to Regulations

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

The Sub-Recipient/Contractor assures that it will adhere to and comply with any and all applicable Federal, State, local, and CareerSourceFV statutes, rules, regulations, directives, issuances, instructions, and ordinances in effect or promulgated during the term of this Contract or any extensions thereof, and will require any Sub-Recipient/Contractors to do likewise.

The Sub-Recipient/Contractor assures that clarification will be sought from CareerSourceFV on any policy, law, rule, or regulation, directive that is not clearly understood prior to adopting any practice or procedure.

XIX General Terms

The Sub-Recipient/Contractor understands and agrees that oral 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.

Refunds or credits from training institutions or other vendors for costs that have been paid by CareerSourceFV shall:

- A. Be returned to CareerSourceFV within ten (10) days of the Sub-Recipient/Contractor's receipt; or
- B. The next cost reimbursement request from the vendor may be reduced by the refund amount.
- C. The Sub-Recipient/Contractor will adhere to and comply with CareerSourceFV's Complaint

and Grievance procedures that have been approved by the State of Florida.

- D. In the administration of this Contract, the Sub-Recipient/Contractor shall comply with the Standards of Conduct issued in the Florida Statutes Sections 112.313 (Standards of Conduct for Public Officers and Employees of Agencies) and 104.31 (Political Activities of State, County, and Municipal Officers and Employees), as applicable.
- E. In the administration of this Contract, every reasonable course of action will be taken by the Sub-Recipient/Contractor in order to maintain the integrity of the expenditure of public funds.

XX Program Income

The Sub-Recipient/Contractor must return to CareerSourceFV any overpayments or program income due to unearned funds or funds disallowed pursuant to the terms of this contract. The Sub-Recipient/Contractor shall return any overpayment and/or program income to CareerSourceFV within forty (40) calendar days after discovery.

XXI Ownership of Property

Any items or documents produced or purchased under the terms of this Contract shall remain the property of CareerSourceFV unless otherwise specified in writing. This shall include data, copyrighted and patented materials first produced or delivered under this agreement.

XXII De-obligation of funds clause

Sub-Recipient/Contractor performance will be reviewed at the completion of each quarter of the program year. If at that time the Sub-Recipient/Contractor has failed to meet ninety percent (90%) of the agreed performance level, a corrective plan may be negotiated that, if properly implemented, will allow the attainment of scheduled performance by the end of the next quarter. Should the Sub-Recipient/Contractor not implement action that results in expected performance during the corrective action period, an amount of funds equal to the percent of underperformance may be de-obligated from the contract and made available to Sub-Recipient/Contractors that are providing the services necessary to meet the performance standards and goals set by CareerSourceFV's Board of Directors.

XXIII Career Center Staffing

All staff assigned to work in the Career Center, including youth programs, shall be mutually acceptable to CareerSourceFV and the partner/agency represented.

XXIV Background Checks

The Sub-Recipient/Contractor is responsible for conducting criminal background checks as a means of promoting a safe work environment. All Sub-Recipient/Contractors are responsible for completing a criminal background check for all employees in accordance with the provisions of section 604(b)(2)(A) of the Fair Credit Reporting Act (FCRA) (Title II, Subtitle D Chapter I, Public Law 104-208). Background checks reports are due to CareerSourceFV within ten (10) days of hire. Access to any state systems will not be given until new hire background checks are received by CareerSourceFV.

XXV Monitoring

It is the policy of CareerSourceFV to conduct an annual review on each sub-recipient. The Sub-Recipient/Contractor should be familiar with CareerSourceFV's monitoring policy.

XXVI Salary Cap

The Sub-Recipient/Contractor agrees to comply with PL 109-234, Section 7013. The Sub-Recipient/Contractor is responsible for conducting salary cap analysis annually.

XXVII Disclosure of funds on advertising, promotional or other materials

A tax-exempt organization under 501 c (3) of Internal Revenue Code of 1986 which receives funds under Florida Statutes 414.065 must disclose receipt of funds on any advertising, promotional, or other materials in accordance with Federal requirements.

XXVIII Collateral Material

All collateral material whether printed or digital must adhere to the brand standards set forth by CareerSource Florida.

XXVIII Federal Award Identification Number (FAIN)

FAIN #s for funding streams associated with this contract include the following:

AA322101855A12, AA307371855A12, AA332231955A12, AA347622055A12

XXIX. Submission of Audits

All audits must be submitted in compliance with 2 CFR § 200.512 Report submission: (a) General (1) The audit must be completed and must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day. Failure to submit audits within the above timeframe shall relieve CareerSourceFV of financial liability. (2) Unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information.

Section B: Special Terms and Conditions

I Compliance with Title VI and VII of the Civil Rights Acts of 1964, as amended, and WIOA Regulations, as amended, Regarding participation and benefits

The Sub-Recipient/Contractor agrees to comply with Title VI and VII of the Civil Rights Act of 1964 (P.O. 88-352) and with 29 CFR, part 37, the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, and further agrees that no person in the United States shall on the ground of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Contract.

II Civil Rights Certification

The Sub-Recipient/Contractor gives this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance.

The Sub-Recipient/Contractor assures that it will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended, U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
- B. Section 188 of the Workforce Innovation and Opportunity Act, as amended, which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship or participation in WIOA.
- C. The Nontraditional Employment for Women Act of 1991, as amended, public law 102-235, which prohibits discrimination on the basis of sex-stereotyping in occupations traditional for the other sex.
- D. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, and the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
- E. Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities.
- F. The Age Discrimination Act of 1972, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities.
- G. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs in programs and activities.
- H. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

III Equal Employment Opportunity

The Sub-Recipient/Contractor will not discriminate against any employee and any WIOA, SNAP or WTP/TANF participants and beneficiaries for employment and training activities because of race, color, age, sex, religion, disability, political affiliation or national origin. The Sub-Recipient/Contractor will ensure that applicant and program beneficiaries are treated equally and fairly without regard to race, color, age, sex, religion, disability, political affiliation or national origin. Such action shall include, but not be limited to the following: upgrading, employment demotion, and transfer, recruitment and advertising, layoff and termination, rates of pay and other forms of compensation, and selection for training.

The Sub-Recipient/Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Sub-Recipient/Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Sub-Recipient/Contractor further assures that all Sub-Recipient/Contractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In addition, there shall be no discrimination against individuals who are participants in activities supported by funds provided under this Contract.

IV Transparency Act Requirements

The Sub-Recipient/Contractor must ensure that they have the necessary processes and systems in place to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. Law 109-282, as amended by section 6202 of Pub. Law 110-252) (Transparency Act), as follows:

The following types of awards are not subject to the Federal Funding Accountability and Transparency Act:

- A. Federal awards to individuals who apply for or receive Federal awards as natural persons (i.e., unrelated to any business or non-profit organization he or she may own or operate in his or her name);
- B. Federal awards to entities that had a gross income, from all sources, of less than \$300,000 in the entities' previous tax year; and
- C. Federal awards, if the required reporting would disclose classified information.

V Compliance With Hatch Act

The Sub-Recipient/Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508), as amended, which limits the political activity of employees. The Sub-Recipient/Contractor will comply with the requirement of the WIOA Regulations that no program under the Act shall involve political activities, political patronage, or lobbying activities.

VI Conflict of Interest

The Sub-Recipient/Contractor will prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

VII Internal Controls and Standards

The Sub-Recipient/Contractor agrees to ensure that the program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs and other policies as may be necessary to promote effective use of funds.

VIII Sub-Recipient/Contractor Supervision

Services and activities provided under this Contract shall be administered by or under the supervision of the Sub-Recipient/Contractor.

IX Fund Raising or Lobbying Activities 276.347 and 29 CFR 95.42

No funds made available through CareerSourceFV, including, but not limited to WTP/TANF, SNAP or WIOA, shall be used for any political activity, lobbying of Federal, State or local legislators, to raise funds, or to promote or oppose unionization. The Sub-Recipient/Contractor shall assure that no funds received through this Contract will be used to assist, promote, or deter

union organizing.

X Bonding

Every employee of a Sub-Recipient/Contractor who is authorized to act on behalf of a Sub-Recipient/Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be bonded to provide protection against loss. The amount of coverage shall be the lower of the following: 1) One Hundred Thousand Dollars (\$100,000.00); or 2) the highest advance received through check or draw down during the preceding grant year, or for new recipients, the highest advance through check or draw down planned for the present grant year.

XI Avoidance of Conflict of Economic Interest

An executive, officer, agent, representative or employee of the Sub-Recipient/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 this Contract. No member of any Board of Directors under WTP/TANF, SNAP or WIOA shall cast a vote on the provision of services by that member or any organization that the member directly represents or vote on any matter that would provide direct financial benefit to that member.

XII Unionization

No funds under this Contract shall be used in any way to either promote or oppose unionization.

XIII Kickbacks

No officer, employee or agent, of the Sub-Recipient/Contractor shall solicit or accept gratuities, favors or anything of monetary value from any actual or potential Sub-Recipient/Contractor, participant or employer.

XIV Equipment

No purchases of equipment or furniture shall be made without prior written permission from CareerSourceFV. Equipment shall be defined as any item with unit acquisition cost of Five Thousand Dollars (\$5,000.00) or more and a normal life of one year or more. In such instances, all equipment purchased will become property of CareerSourceFV

XV Artificial Barriers

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

XVI Fraud and Program Abuse

The Sub-Recipient/Contractor shall ensure the integrity of the programs by maintaining sufficient, auditable, and otherwise adequate records that support the expenditure of all funds under the Contract.

The submittal of false information may be considered as fraud and could result in the immediate termination of the Contract and/or prosecution. The Sub-Recipient/Contractor is liable for the repayment of funds that were paid by CareerSourceFV for reported performance or other compensation for services or expenses subsequently determined to be invalid. Repayment may be by deduction from subsequent invoices or in the form of a check for the amount owed if the program ended. Resolution should occur within thirty (30) days.

XVII Theft or Embezzlement from Employment and Training Funds

The Sub-Recipient/Contractor shall be liable for prosecution under the criminal provision of the 18 U.S.C. 665 for theft or embezzlement.

XVIII Indirect Costs

Indirect costs charged to the program must be submitted and approved by CareerSourceFV prior to the initiation of a contract.

XIX Health and Safety

The Sub-Recipient/Contractor for the duration of the Contract shall maintain appropriate standards for health and safety in work and training situations. Health and safety standards, including Child Labor Laws, established under State and Federal law, otherwise applicable to working conditions of participants. The Sub-Recipient/Contractor assures that appropriate standards for health and safety in work and training situations will be maintained. Where participants or employees covered under this Contract are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety. Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs shall be assigned to work in accordance with reasonable safety practices.

XX Further Assurance

The Sub-Recipient/Contractor assures that it, and its sub Sub-Recipient/Contractors, will comply with all applicable accreditation, business licensing, taxation and insurance requirements of State or Federal statute or law.

XXI Clear Air Act and Environmental Protection

The Sub-Recipient/Contractor will adhere to the all applicable standards, orders or requirements issued under Sections 300 and 508 of the Clear Air Act, Executive Order 11738, the Federal Water Pollution Control Act and Environmental Protection Agency regulations.

XXII Drug Free Workplace

The Sub-Recipient/Contractor will comply with drug free workplace requirements as directed in Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701-702.

XXIII Complaints and Grievances

The Sub-Recipient/Contractor will adhere to the Complaint and Grievance Procedures outlined in CareerSourceFV's policies.

XXIV Disallowed Costs & Hold Harmless

If the Sub-Recipient/Contractor is not a political subdivision (or agency of the State of Florida); the Sub-Recipient/Contractor agrees that in the event the Sub-Recipient/Contractor or any of its agents or employees make any unauthorized or disallowed distribution of funds for any reason whatsoever, the Sub-Recipient/Contractor shall be responsible for said sums and shall pay CareerSourceFV upon demand all such sums.

The Sub-Recipient/Contractor shall, at its own expense, protect and defend CareerSourceFV from all claims, damages, costs, lawsuits and expenses, including but not limited to all costs from administrative proceedings, court costs and attorney fees, that CareerSourceFV may incur as a result of any activities of the Sub-Recipient/Contractor, its Sub-Recipient/Contractors, its employees, participants, agents or servants.

XXV. General Description of Workforce Delivery System

Title I of WIOA assigns responsibilities at the local, State and Federal level to ensure the creation and maintenance of a Workforce delivery system that enhances the range and quality of workforce development services that are accessible to individuals seeking assistance.

In general, the Workforce System is a structure under which entities responsible for administering separate workforce investment, educational, and other human resource programs and funding streams (referred to as Workforce Partners) collaborate to create a coordinated delivery of service that will enhance access to program services and improve long-term employment outcomes for individuals receiving assistance.

The Workforce System in Volusia and Flagler Counties will provide access to numerous workforce investment and educational and other human resource services, activities and programs. Rather than requiring individuals and businesses to seek workforce development information and services at several different locations CareerSourceFV and its Partners will strive to simplify and expand access to services for job seekers and businesses.

As providers in the Workforce System, all Sub-Recipient/Contractors will be required to provide services through this system.

XXVII. Anti-terrorism Certification

The Sub-Recipient/Contractor will comply with the USA Patriot Act and other Anti-terrorism laws and by signing this contract, certify that funds will not be used directly or indirectly to assist in, sponsor, or provide support for acts of terrorism or to support organizations or persons listed as terrorists on lists maintained by the United States government.

XXVIII. Energy Conservation

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

XXIX. Compliance with Acts relating to Work and Safety

The Sub-Recipient/Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act 40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction agreements.

XXX. Compliance with The Trafficking Victims Protection Act of 2000

Provisions applicable to a recipient that is a private entity

The Sub-Recipient/Contractor or vendor under this award may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or sub-awards under the award.

XXXI. Veteran's Priority of Service Provisions

The Sub-Recipient/Contractor agrees to be governed by the priority of service requirements of 38 USC 4215 and 20 CFR Part 1010. Section 4215 of Title 38 requires that priority of service be provided to veterans and spouses of certain service members and veterans for the receipt of employment, training, and placement services. Agreement by a program operator to implement priority of service is a condition of receipt of DOL funds.

XXXII. Equal Treatment for Faith-Based Organizations

State or local government receiving funds under any department, program, or any intermediate organization with the same duties as a governmental entity, is prohibited from discriminating for

or against an organization on the basis of the organization's religious character or affiliation. Religious organizations are prohibited from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Any organization that participates in programs funded by direct financial assistance from the Department, in providing services, is prohibited from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XXXIII. Codes of Conduct 29 CFR 95.42

Subrecipient/ Contractor shall comply with codes of conduct as defined by 29 CFR 95.42

XXXIV. Environmental Tobacco Smoke

In accordance with the Pro-Children Act of 1994 smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal Programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. The law does not apply to children's' services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

In accordance with the Pro-Children Act of 1994 smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal Programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. The law does not apply to children's' services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

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XXXV. Purchase of American-Made Equipment and Products

The Sub-Recipient/Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act will be American-made.

XXXVI. Public Announcements and Advertising:

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, the Sub-Recipient/Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or

program that will be financed by nongovernmental sources.

XXXVII. Safeguarding Data Including Personally Identifiable Information (PII)

The Sub-Recipient/Contractor must recognize that confidentiality of PII and other sensitive data is of paramount importance and must be observed except where disclosure is allowed by the prior written approval of CareerSourceFV or by court order. All data exchanges conducted through or during the course of performance of this contract will be conducted in a manner consistent with applicable Federal law and TEGL NO. 39-11 (issued June 28, 2012). All such activity conducted by ETA and/or Sub-Recipient/Contractor/s will be performed in a manner consistent with applicable state and Federal laws.

The Sub-Recipient/Contractor agrees to take all necessary steps to protect such confidentiality by complying with the following provisions that are applicable in governing their handling of confidential information:

To ensure that such PII is not transmitted to unauthorized users, all PII and other sensitive data transmitted via e-mail or stored on CDs, DVDs, thumb drives, etc., must be encrypted using a Federal Information Processing Standards (FIPS) 140-2 compliant and National Institute of Standards and Technology (NIST) validated cryptographic module. The Sub-Recipient/Contractor must not e-mail unencrypted sensitive PII to any entity, including ETA or Sub-Recipient/Contractors.

- A. The Sub-Recipient/Contractor must take the steps necessary to ensure the privacy of all PII obtained from participants and/or other individuals and to protect such information from unauthorized disclosure. The Sub-Recipient/Contractor must maintain such PII in accordance with the ETA standards for information security described in this TEGL and any updates to such standards provided to the Sub-Recipient/Contractor by ETA. The Sub-Recipient/Contractor who wish to obtain more information on data security should contact their Federal Project Officer.
- B. The Sub-Recipient/Contractor shall ensure that any PII used during the performance of their grant has been obtained in conformity with applicable Federal and State laws governing the confidentiality of information.
- C. The Sub-Recipient/Contractor further acknowledge that all PII data obtained through their ETA grant shall be stored in an area that is physically safe from access by unauthorized persons at all times and the data will be processed using Sub-Recipient/Contractor issued equipment, managed information technology (IT) services, and designated locations approved by ETA. Accessing, processing, and storing of ETA grant PII data on personally owned equipment, at off-site locations e.g., employee's home, and non-Sub-Recipient/Contractor managed IT services, e.g., Yahoo mail, is strictly prohibited unless approved by ETA.
- D. Sub-Recipient/Contractor employees and other personnel who will have access to sensitive/confidential/proprietary/private data must be advised of the confidential nature of the information, the safeguards required to protect the information, and that there are civil and criminal sanctions for noncompliance with such safeguards that are contained in Federal and state laws.
- E. The Sub-Recipient/Contractor must have their policies and procedures in place under which Sub-Recipient/Contractor employees and other personnel, before being granted access to PII, acknowledge their understanding of the confidential nature of the data and the safeguards with which they must comply in their handling of such data as well as the fact that they may be liable to civil and criminal sanctions for improper disclosure.
- F. The Sub-Recipient/Contractor must not extract information from data supplied by ETA for any purpose not stated in the grant agreement.

- G. Access to any PII created by the ETA grant must be restricted to only those employees of the grant recipient who need it in their official capacity to perform duties in connection with the scope of work in the grant agreement.
- H. All PII data must be processed in a manner that will protect the confidentiality of the records/documents and is designed to prevent unauthorized persons from retrieving such records by computer, remote terminal or any other means. Data may be downloaded to, or maintained on, mobile or portable devices only if the data are encrypted using NIST validated software products based on FIPS 140-2 encryption. In addition, wage data may only be accessed from secure locations.
- I. PII data obtained by the Sub-Recipient/Contractor through a request from ETA must not be disclosed to anyone but the individual requestor except as permitted by the Grant Officer.
- J. The Sub-Recipient/Contractor must permit ETA to make onsite inspections during regular business hours for the purpose of conducting audits and/or conducting other investigations to assure that the Sub-Recipient/Contractor is complying with the confidentiality requirements described above. In accordance with this responsibility, The Sub-Recipient/Contractor must make records applicable to this Agreement available to authorized persons for the purpose of inspection, review, and/or audit.
- K. The Sub-Recipient/Contractor must retain data received from ETA only for the period of time required to use it for assessment and other purposes, or to satisfy applicable Federal records retention requirements, if any. Thereafter, the Sub-Recipient/Contractor agrees that all data will be destroyed, including the degaussing of magnetic tape files and deletion of electronic data.

XXXVII. Stevens Amendment

CareerSource Flagler Volusia is fully supported by the U.S. Departments of Labor, Health and Human Services, and Agriculture as part of awards totaling \$10,635,835.