

**AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
CAREERSOURCE FLORIDA, INC.**

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Economic Opportunity (“DEO”) and CareerSource Florida, Inc. (“CareerSource Florida,” “CSF,” or “Subrecipient”). DEO and the Subrecipient may individually be referred to herein as a “Party” or collectively as the “Parties”.

WHEREAS, DEO is Florida’s designated state agency for receipt of federal workforce development funds, and is required to carry out the duties and responsibilities assigned by the Governor under each federal grant assigned to DEO; and

WHEREAS, CareerSource Florida is a “subrecipient” of funds (as that term is defined by federal law), and a “recipient” of funds (as that term is defined by state law); and

WHEREAS, pursuant to federal and state law, DEO and the State Workforce Development Board collaborate on the development of strategies for the administration and implementation of the workforce programs; and

WHEREAS, Section 445.004 of the Florida Statutes (“F.S.”) created the Subrecipient as a not-for-profit corporation that is not a unit or entity of state government. The Subrecipient is administratively housed within DEO.

NOW, THEREFORE, the Parties agree as follows:

1. TERM. This Agreement will begin July 1, 2019 (the “Effective Date”) and shall continue until the earlier of (a) June 30, 2021 (the “Expiration Date”) or (b) the date on which this Agreement is terminated (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period”. Except as otherwise stated herein, the Parties may agree in writing to terminate, modify, amend, renew, or extend this Agreement. Subrecipient is absolutely responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If this Agreement is terminated, then DEO shall provide for proper payment of all outstanding obligations and provide for an orderly transfer of assets and funds as required by law. For avoidance of doubt, this Agreement supersedes and replaces agreement BCS01.

2. FUNDING.

A. General. This Agreement is a Cost Reimbursement Agreement. DEO may pay the Subrecipient’s costs related to this Agreement incurred outside of the Agreement Period if approved in writing by DEO. The State of Florida and DEO’s performance and obligation to pay any funds under this Agreement is contingent upon an annual appropriation by the Legislature and subject to the availability of state and federal funds. DEO shall have final unchallengeable authority as to the availability of funds, what constitutes an “annual appropriation” of funds, and what constitutes “availability of funds”. The Subrecipient shall either (i) maintain funds in a separate bank account, or (ii) expressly designate in the

Subrecipient's business records and accounting system the source of funds originated from this Agreement. The Subrecipient shall not commingle funds provided under this Agreement with any other funds. DEO may refuse to reimburse the Subrecipient for purchases made with commingled funds.

B. Prohibition on Lobbying. The Subrecipient shall not, directly or indirectly, either (i) expend funds for the purpose of lobbying the any branch, unit, or instrumentality of the state or federal governments, or (ii) expend funds for any otherwise allowable purpose which could result in unauthorized lobbying.

C. Prohibition on Actions. The Subrecipient shall not expend funds to pay any costs incurred in connection with any defense against any claim or appeal of the federal government, the State of Florida (including DEO), or any agency or instrumentality thereof; or to pay any costs incurred in connection with the prosecution of any claim or appeal against the federal government, the State of Florida (including DEO), or any agency or instrumentality thereof, which Subrecipient instituted or in which the Subrecipient has joined as a claimant.

D. Sources of Funds. DEO is the principal administrative entity designated for receipt of federal workforce grants and federal funds. DEO is also the principal administrative entity for all state funds appropriated to the Subrecipient through DEO. DEO is responsible for the administration of all federal and state funds accruing to the state and assigned to DEO. State funds appropriated by the Florida Legislature for the Subrecipient's operations have been deemed a "state project" pursuant to the Florida Single Audit Act and the rules of the Florida Department of Financial Services. The Subrecipient's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of federal and state funds, including 2 C.F.R. part 200 the Reference Guide for State Expenditures. Upon request by the Subrecipient, funds provided under this Agreement may be expended by DEO for payment of contracts on the Subrecipient's behalf.

E. Method of Payment. DEO will provide funds to the Subrecipient by issuing a Notice of Funds Availability ("NFA") through DEO's Subrecipient Enterprise Resource Application ("SERA"). Each NFA will include specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient shall comply with all terms contained within an NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds.

3. TERMS AND CONDITIONS.

A. Section 215.971(1), F.S. The Subrecipient shall comply with all applicable provisions of section 215.97, F.S., and the Audit Requirements attachment. The Subrecipient shall perform the Performance Obligations set forth herein, which constitute the Statement of Work. The Subrecipient may only expend funds for allowable costs resulting from obligations incurred during the Agreement Period. The Subrecipient shall refund to DEO any: (1) balance of unobligated funds which have been advanced or paid to the Subrecipient; (2) funds paid in excess of the amount to which the Subrecipient is entitled, upon expiration or termination of this Agreement or the NFA; or (3) any and all forfeitures and net interest earned on money advanced in current or previous years.

B. Audit Compliance. The Subrecipient understands and shall comply with the requirements of section 20.055(5), F.S.

C. Business with Public Entities.

(1) Scrutinized Companies. The Subrecipient is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), the Subrecipient certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S., or (4) engaged in business operations in Cuba or Syria. DEO may immediately terminate this Agreement if the Subrecipient submits a false certification as to the above, or if the Subrecipient is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

(2) Do Not Pay. The Subrecipient shall enroll in the Federal Do Not Pay List at <https://fiscal.treasury.gov/DNP/>. Prior to entering into any agreement, the Subrecipient will verify that the contractor is not listed on the Federal Do Not Pay List.

D. Records.

(1) Compliance. DEO may terminate this Agreement if the Subrecipient fails to comply with Florida's public records laws. The Subrecipient shall allow public access to all records made or received by the Subrecipient in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S. DEO and the Subrecipient are subject to the provisions of chapter 119, F.S., relating to public records. Any document the Subrecipient submits to DEO under this Agreement may constitute public records under the Florida Statutes. The Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S. The Subrecipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by the Subrecipient in connection with this Agreement. The Subrecipient shall notify DEO of the receipt and content of any request by sending an e-mail to PRRequest@deo.myflorida.com within one business day after receipt of such request. The Subrecipient shall indemnify, defend, and hold DEO harmless from any violation of Florida's public records laws wherein DEO's disclosure or nondisclosure of any public record was predicated upon any act or omission of the Subrecipient. As applicable, the Subrecipient shall comply with Section 501.171, F.S.

(2) Identification of Records. The Subrecipient shall clearly and conspicuously mark all records submitted to DEO if such records are confidential and exempt from public disclosure. The Subrecipient's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to DEO serves as the Subrecipient's waiver of a claim of exemption. The Subrecipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If DEO's claim of exemption asserted in response to the Subrecipient's assertion of confidentiality is challenged in any court of law, the Subrecipient shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

(3) Keeping and Providing Records. DEO has a right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. The Subrecipient has an absolute duty to keep and maintain all records arising out of or related to this Agreement. DEO may request copies of any records made or received in connection with this Agreement, or arising out of the Subrecipients use of state or federal funds, and the Subrecipient shall provide DEO with copies of any records within 10 business days after DEO's request at no cost to DEO. The Subrecipient shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of state or federal funds. For avoidance of doubt, the Subrecipient's duties to keep and provide records to DEO includes all records generated in connection with or as a result of this Agreement.

(4) Audit Rights. Representatives of the State of Florida, DEO, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(5) Single Audit Compliance Certification. Annually within 60 calendar days of the close of the Subrecipient's fiscal year, the Subrecipient shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment III) to Audit@deo.myflorida.com. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between DEO and the Subrecipient.

(6) Ensure Compliance. The Subrecipient shall ensure that any entity which is paid from, or for which the Subrecipient's expenditures will be reimbursed by, state or federal funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

(7) IF CAREERSOURCE FLORIDA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO CAREERSOURCE FLORIDA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

E. Recoupment of Funds.

(1) Recoupment. Notwithstanding anything in this Agreement to the contrary, DEO has a right to recoup federal or state funds. DEO may disallow any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of funds if DEO terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of DEO's rights to recoup funds. Except as otherwise provided for herein, in no event shall the application of any financial consequences or recoupment of funds exceed the amount of funds provided

under this Agreement, plus interest. The Subrecipient shall pay any financial consequences or Overpayments (as defined below) from the Subrecipient's unrestricted funds.

(2) Overpayments. If the Subrecipient's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) the Subrecipient's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of funds; (ii) a use of funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of funds to which the Subrecipient is not entitled (each such event in romanettes (i), (ii), and (iii) an "Overpayment"), then the Subrecipient shall return such Overpayment of funds to DEO.

(3) Discovery of Overpayments. The Subrecipient shall refund any Overpayment of funds to DEO within 30 days of the Subrecipient's discovery of an Overpayment, or receipt of notification from DEO that an Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of funds. Refunds should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity". Should repayment not be made in a timely manner, DEO may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

(4) Forfeitures and Interest. The Subrecipient shall refund any forfeitures of previous obligations within 30 days after the end of the quarter in which the forfeiture occurred to DEO upon the Subrecipient's confirmation of the forfeiture amount. Any interest earned on advances within the fiscal year must be returned to DEO within 30 days after June 30 of the fiscal year the interest was earned.

F. Insurance. Unless the Subrecipient is a state agency or subdivision as defined in s. 768.28(2), F.S., the Subrecipient shall provide and maintain adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. The Subrecipient shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Subrecipient's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by the Subrecipient shall not be interpreted as limiting the Subrecipient's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida. Upon request, the Subrecipient shall produce evidence of insurance to DEO. DEO shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be The Subrecipient's sole responsibility.

G. Indemnification. Neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence. The Subrecipient is liable for its actions and shall indemnify, defend, and hold harmless DEO, and its officers, directors, agents, employees, representatives, and attorneys, both past and present, from all suits, actions, damages, judgments and costs of every name, nature, and description, including attorneys' fees, arising out of or related to this Agreement or the Subrecipient's performance hereunder. Except as otherwise specified herein, neither Party shall be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records, even if the Party has been advised that such damages are possible. Upon notification to the Subrecipient, the Subrecipient shall assume the defense or settlement of any third-party claim arising out of or related to this Agreement; provided, however, that the Subrecipient may not settle or compromise any such claim

in an amount over \$10,000 without DEO's prior written consent. Notwithstanding the foregoing, DEO has the right, but not the obligation, at DEO's option and expense, to participate fully in the defense or settlement of any third-party claim. If the Subrecipient does not continuously defend or settle any third-party claim within 30 days after it is notified of the assertion or commencement thereof, then (i) DEO shall have the right, but not the obligation, to undertake the defense or settlement of such claim for the account and at the risk of the Subrecipient, (ii) the Subrecipient shall be bound by any defense or settlement that DEO may make as to such claim, and (iii) the Subrecipient shall reimburse DEO with unrestricted funds for the reasonable attorney's fees and costs associated with any defense or settlement that DEO may undertake as to such claim described herein. DEO may join the Subrecipient in any third-party claim for the purpose of enforcing any right of indemnity hereunder.

H. Compliance. The Subrecipient shall perform all acts required by this Agreement in strict conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances.

4. SANCTIONS AND CORRECTIVE ACTION.

A. If the Subrecipient fails to comply with any of the terms of this Agreement or accompanying attachments hereto, DEO may exercise any remedies available at law or in equity.

B. Except as otherwise provided herein, if the Subrecipient defaults in the performance of any duty, obligation, covenant, or agreement imposed in this Agreement or by law, then DEO may provide a notice of the default to the Subrecipient. The Subrecipient will have 30 days following the date of the notice of default to either cure the default or demonstrate to the satisfaction of DEO that corrective action has been taken and will likely result in curing the default within a period of time that DEO agrees is reasonable. If the Subrecipient fails to cure the default within the timeframe established above, whether immediately or otherwise or make such demonstration to the satisfaction of DEO, DEO may exercise any remedy available to it under the law or in equity, including withholding all or any portion of payments to the Subrecipient until such time as DEO determines, in DEO's sole discretion, that the default has been cured.

C. Except as otherwise provided herein or required by law, following the termination of this Agreement, all funds which as of the date of termination DEO previously provided to the Subrecipient but are neither expended nor obligated by the Subrecipient, shall revert to DEO. Except as otherwise provided herein or required by law, the requirement for the return of and method of repayment of any such unexpended funds shall be at the sole and absolute discretion of DEO.

D. The Subrecipient shall report any profit, proceeds, program income or similar additional monies received, created or earned by the Subrecipient or its subrecipients, from the use of funds provided under this Agreement (such earnings the "Proceeds"). The Subrecipient may only use Proceeds for allowable activities pursuant to applicable federal and state law, the terms and conditions of any federal grant award, and this Agreement and as pre-authorized by DEO in writing.

5. EMPLOYMENT ELIGIBILITY VERIFICATION. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Subrecipient to: (1) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the Agreement term; and,

(2) include in all subcontracts under this Agreement the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract. If the Subrecipient does not have an E-Verify MOU in effect, the Subrecipient must enroll in the E-Verify system prior to hiring any new employee after the Effective Date.

6. THIS AGREEMENT.

A. Construction and Interpretation. The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term “this Agreement” means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement as a whole, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The term “Subrecipient” includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Subrecipient’s behalf. The term “DEO” includes the State of Florida and any successor office, department, or agency of DEO, and any person or entity which has been duly authorized to and has the actual authority to act or perform on DEO’s behalf. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

B. Independent Contractor. The Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement may be understood to constitute a joint venture between the Parties.

C. Amendments. No amendment or modification will be effective unless reduced to writing and signed by the Parties. Notwithstanding the foregoing sentence, if DEO determines that changes to this Agreement are necessitated by law DEO may, with written notice to the Subrecipient, unilaterally modify this Agreement. The Subrecipient may not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may not be unreasonably withheld or delayed. DEO is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another

governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by the Subrecipient in violation of this provision shall be void ab initio.

D. Entire Agreement; Severability. This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. The Subrecipient hereby represents and warrants that the signatory to this Agreement has authority to bind the Subrecipient to this Agreement as of the Effective Date. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

E. Waiver. No waiver by either Party of any of provision herein shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by either Party may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by a Party to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

F. Governing Law. The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

G. Strict Compliance. All acts to be performed by the Parties in connection with this Agreement shall be performed in strict conformity with all applicable federal and state laws, rules, and regulations. The Parties shall comply with all terms and conditions of this Agreement, including and incorporating federally-required assurances, certifications, and audit requirements as they may pertain to the administration of the federal and state programs covered by this Agreement, including but not limited to the specific terms and conditions applicable to the use of federal or state funds.

H. Dispute Resolution. Disputes concerning performance under this Agreement shall be decided by DEO, which shall reduce the decision to writing and serve a copy on the Subrecipient. The decision will be final and conclusive unless within 21 days from the date of receipt, the Subrecipient files a petition for administrative hearing with DEO. DEO's decision on the petition shall be final, subject to the Subrecipient's right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Recipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution

procedures outlined in chapter 120, F.S. Neither Party is liable to pay the other Party's attorneys' fees or costs for any dispute arising out of or related to this Agreement.

I. Governing Board. Any information, including updates, reports, publications, studies, and any and all reasonably requested information, that is required by federal, state, or local law shall be approved by those persons having the authority to do so prior to submission, and shall be signed only by those persons having the legal authority to do so or appropriately ratified by such an authority.

7. AGREEMENT LIAISONS AND NOTIFICATIONS. Notices required under this Agreement shall be delivered to the addresses shown below. Notice will be sufficient if it is personally delivered to the agreement liaison or mailed by certified mail, return receipt requested, to the respective Party's specified address. All written approvals referenced in this Agreement must be obtained from the Parties' agreement liaison or their designees. If different representatives are designated by either Party after the execution of this Agreement, then notice of the change must be delivered in writing to the other Party. The contact information of the Parties' agreement liaisons is:

Chief Operating and Financial Officer
CareerSource Florida
2308 Killearn Centre Blvd. Building B
Tallahassee, FL 32309
Phone: 850-692-6887

Director of Workforce Services
Department of Economic Opportunity
107 East Madison St., MSC 229
Tallahassee, Florida 32399-6545
Phone: 850-245-7427

8. ATTACHMENTS. Attached to and made a part of this Agreement are the following Attachments; each of which are incorporated into and are an integral part of this Agreement:

ATTACHMENT I	STATEMENT OF WORK
ATTACHMENT II	QUARTERLY REPORTS
ATTACHMENT III	AUDIT REQUIREMENTS
ATTACHMENT IV	AUDIT COMPLIANCE CERTIFICATION
ATTACHMENT V	TRANSPARENCY MEASURES

IN WITNESS WHEREOF, the Parties agree to the terms and conditions set forth in this Agreement and upon placing their signatures, have caused this Agreement to be executed.

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

CAREERSOURCE FLORIDA, INC.

By: 

Ken Lawson, Executive Director

By: 

Michelle Dennard, President & CEO

Date: 7-31-19

Date Jul 29, 2019

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: 

Approved Date: 07/31/2019

ATTACHMENT I
STATEMENT OF WORK AND DELIVERABLES

I. Subrecipient Responsibilities:

A. Serve as staff to the Governor's State Workforce Development Board ("State Board") as designated in section 445.004(5)(a), Florida Statutes pursuant to the Workforce Innovation and Opportunity Act (WIOA) (Public Law No. 113-128);

B. Support the State Board in strategy the development, implementation, and modification of the State workforce plan;

C. Support the State Board in developing workforce strategies the review of statewide policies, statewide programs, and of recommendations on actions that should be taken by the State to align workforce development programs in the State in a manner that supports a comprehensive and streamlined workforce development system in the State, including the review and provision of comments on the State plans, if any, for programs and activities of one-stop partners that are not core programs as defined by Public Law No. 113-128;

D. Support the State Board in the development and continuous improvement of the workforce development system in the State;

E. Support the State Board in the development and updating of comprehensive State performance accountability measures;

F. Support the State Board in the identification and dissemination of information on best practices;

G. Support the State Board in the development and review of statewide policies affecting the coordinated provision of services through the State's one-stop delivery system;

H. Support the State Board in the development of strategies for technological improvements to facilitate access to, and improve the quality of services and activities;

I. Administer and operate the Quick Response Training (QRT) set forth in and in accordance with sections 288.046-288.047, F.S.;

J. Administer and operate the Incumbent Worker Training (IWT) program as set forth in Public Law No. 113-128;

K. Develop an annual summary on the performance outcomes for the QRT and IWT programs and provide a copy to DEO;

L. Support the State Board in developing and implementing the Governor's state-level initiatives;

M. Adopt and implement a purchasing procedure modeled after Chapter 287, F.S. The Subrecipient's purchasing procedure must, at minimum:

1. Ensure that all purchasing decisions are conducted in a transparent manner;
 2. Foster competition to ensure that the Subrecipient receives the best value possible;
 3. Require the approval of the Subrecipient's President and CEO prior to entering into a contract that is exempt from a competitive process because the services or commodities are available only from a single source;
 4. Require that an intent to award a contract in excess of \$1,000,000 be published on the Subrecipient's website at least five business days prior to execution and that the State Board and all competitors be notified; and
 5. Within the limits of the law and to the greatest extent possible, the Subrecipient may use state term contracts negotiated by the Florida Department of Management Services.
- N. Support the State Board in preparing and submitting a four-year plan consistent with the requirements of Public Law No. 113-128, and applicable state statutes. This plan shall be developed in conjunction with its state and local workforce partners, and serve as a state strategic plan and operational plan for workforce development that produces skilled workers for the state's employers.
- O. Submit to the Governor, Speaker of the House of Representatives, President of the Florida Senate, and DEO a copy of the annual report required by section 445.004(7), F.S., by December 1 of each year;
- P. Prepare all State Board meeting agendas, minutes, and action items and present the action item for the Annual Workforce System funding.
- Q. Review and approve budget amendments related to CareerSource Florida prior to submission to the Governor's office and Legislature;
- R. Implement internal controls to completely and accurately manage and account for the Subrecipient's operations and use of funds;
- S. Timely request reimbursements via DEO's Subrecipient Enterprise Resource Application (SERA);
- T. Report expenditures via DEO's SERA system no later than 20 calendar days after the end of the month;
- U. Monitor, track, and evaluate activities, accomplishments, and impacts of all responsibilities and programs it administers;
- V. Keep up-to-date internal operating procedures pertaining to fiscal, personnel, purchasing, and contracting policies. Subrecipient shall provide DEO with copies of its current procedures for the present fiscal year on or before August 15 of each year. Subrecipient shall provide written certification that it is in compliance with those procedures on or before June 30 of each fiscal year;

W. Post any budget adjustments to approved State Board actions above \$500,000. Any adjustment above \$750,000 must be approved by the State Board;

X. Provide, in writing, to DEO’s Agreement Liaison, requests for non-routine, complex assignments;

Y. Provide DEO a copy of any delegations approved by the Governor’s Office and/or Florida Legislature within 15 calendar days of approval;

Z. Assist DEO with the preparation of the WIOA annual report.

II. Deliverables: The table below sets forth the Minimum Level of Service that the Subrecipient must meet to receive reimbursement for ongoing operations. Successful completion of each Task in a particular Deliverable is necessary to prevent the application of the corresponding Financial Consequence. The Subrecipient’s successful completion of all of the Subrecipient’s Duties, above, and all Deliverables, below, is a condition precedent to the Subrecipient’s full receipt of funds available under this Agreement.

Deliverable 1 – Plans	Minimum Level of Service	Financial Consequences
Subrecipient shall prepare and submit a four-year plan consistent with the requirements of Public Law No. 113-128, and applicable Florida Statutes.	CSF will submit to DEO a state plan described by Pub. Law No. 113-128 Section 102 consistent with section 445.006 F.S., on or before the Federal due date.	Failure to meet the minimum level of service of this deliverable may result in DEO withholding payment.
See Attachment I, Section I, paragraph I		
Deliverable 2 – Quick Response and	Minimum Level of Service	Financial Consequences
Subrecipient shall obligate all funds appropriated to Quick Response Training by June 30 th of each state fiscal year. Attachment I, Section I. D.	Provide an annual report of the obligations by June 30 th of each State Fiscal Year and payment request not exceeding the reported obligations.	Failure to meet the minimum level of service of this deliverable may result in DEO withholding payment.
Deliverable 3 – Incumbent Worker Training Program	Minimum Level of Service	Financial Consequences

Subrecipient shall report develop an annual summary on the performance outcomes for IWT as described in Section I(f). See Attachment I, Section I. E.	Provide an annual summary of the performance outcomes for the IWT by September 1 of each year.	Failure to meet the minimum level of service of this deliverable may result in DEO withholding payment.
Deliverable 4- Administrative Support of CareerSource Florida Program Activities (Cost Reimbursement)	Minimum Level of Service	Financial Consequences
Subrecipient shall provide administrative support to the State Board. See Attachment I, Section I. A-C	Provide monthly report of operational accomplishments in support of the State Board with request for reimbursement.	(a) Failure to meet the minimum level of service of this deliverable may result in DEO withholding payment.
Deliverable 5- Annual Report	Minimum Level of Service	Financial Consequences
Subrecipient shall submit the annual report required by section 445.004(7) F.S., by December 1 of each year. Attachment I, Section I. J.	Submit the annual report by December 1 of each year.	Failure to meet the minimum level of service of this deliverable may result in DEO withholding payment.
Deliverable 6 – Internal Operating Procedures	Minimum Level of Service	Financial Consequences
Subrecipient shall provide copies of its current procedures on or before August 15 of each year. See Attachment I, Section I. Q.	Provide copies of procedures by August 15 of each year or upon substantive changes.	Failure to meet the minimum level of service of this deliverable may result in DEO withholding payment.

III. Notification of Instances of Fraud: The Subrecipient shall report any instances of operational fraud or criminal activities to DEO’s Agreement Liaison within 24 hours of discovery.

IV. Non-Discrimination: The Subrecipient shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person’s ability to engage in this work, national origin, ancestry, or age. The Subrecipient shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

-End of Attachment I-

**ATTACHMENT II
QUARTERLY REPORTS**

The Subrecipient shall submit the following reports to DEO as specified below.

I. Quarterly Reporting and Schedule. Subrecipient shall provide quarterly reporting to DEO pursuant to the following schedule:

	<u>Reporting Period:</u>	<u>Due Date:</u>
Quarter 1:	July 1 - September 30	October 31
Quarter 2:	October 1 – December 31	January 31
Quarter 3:	January 1 – March 31	April 30
Quarter 4:	April 1 – June 30	July 31

II. Quarterly Reports shall include:

A. A list of contracts entered into which are necessary for the performance of CareerSource Florida’s functions and duties related to their core mission, with a brief description of each contract.

B. A current list of all members of the State Board; their terms and area of representation that complies with WIOA board composition requirements.

C. A list of all committees, advisory groups, panels, and any other groups established to carry out the State Board’s core mission.

D. A report on expenditures with minority and service-disabled veteran’s business enterprises. The report shall contain the names and addresses of the minority or service-disabled veteran owned businesses; the aggregate dollar figure disbursed that quarter for each minority or service-disabled veteran owned business; the time period; type of goods or services; and the applicable minority code. If no expenditures were made with minority or service-disabled veteran owned businesses, CareerSource Florida shall note on its submittal, “no applicable expenditures.” The report and required backup documentation shall be submitted to DEO within ten days following the end of each quarter.

–End of Attachment II–

ATTACHMENT III AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the subrecipient (**CareerSource Florida**) may be subject to audits and/or monitoring by DEO as described in this Attachment.

MONITORING

1. In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements) and Section 215.97, Florida Statutes (F.S.), as revised (see "AUDITS" below), DEO will conduct or arrange for monitoring of activities of the subrecipient as required by 2 CFR 200.331(d) and 45 CFR 75.352(d). Such monitoring activities may include on-site visits and desk reviews by DEO staff or contracted consultants. By entering into this Agreement, the subrecipient agrees to fully comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO, which includes but is not limited to monitoring of funds and activities passed to entities in which the subrecipient or subrecipient's leadership exercises any controlling influence. The subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

2. CareerSource Florida is required to perform a self-assessment of internal controls by completing DEO's annual Internal Control Questionnaire (ICQ) Form, which documents the subrecipient's compliance with the internal control objectives as set forth within 2 CFR 200.62. The Form will be provided electronically each year through email or SharePoint. On or before September 30 of each year, the subrecipient will provide a copy of the completed annual ICQ Form to DEO by emailing it to FMA-RWB@deo.myflorida.com or by uploading it to SharePoint, unless other written instructions are given.

AUDITS

Special guidelines concerning audit quality have been established as guidance for the subrecipient. For the procurement of the audit services, the subrecipient must procure these services in accordance with Florida Statutes. As part of these guidelines, the subrecipient is also required to communicate to their independent auditors (auditor) the following procedures that must be performed:

1. It is essential that the auditor test the subrecipient's reconciliation of its financial records to the Subrecipient Enterprise Resource Application (SERA) maintained by DEO. The auditor should include a note to the financial statements confirming whether such a reconciliation was performed by the subrecipient in a satisfactory manner.
2. Auditors are required under federal audit guidelines to test compliance with federal cash management requirements and to report any material problems. However, DEO has established state level guidance for cash management that should also be tested. The auditor should review the key guidelines contained in the SERA Manual produced by DEO concerning cash management, especially the criteria for Allowable Cash on Hand, and conduct the appropriate tests of compliance.
3. It is required that auditors always prepare and submit a management letter for those findings and observations not included in the audit report, as opposed to providing only a verbal briefing. The

subrecipient must prepare a written statement of explanation or rebuttal, including corrective actions to be taken, concerning the deficiencies cited in the management letter. NOTE: If a management letter is not present, this should be stated in the schedule of findings and questioned costs.

4. All funds overseen, managed, or administered by the subrecipient must be included in the scope of the audit and within the audited financial statements. This includes funds that are provided to any auxiliary entity over which the subrecipient or subrecipient's leadership exercises any controlling influence, such as a foundation or an association. For purposes of this guidance document, all foundations, associations, or other similar entities are considered to be affiliated organizations and, in some instances, may need to be classified as a component unit.

5. For any affiliated organization, at a minimum the audit report should disclose the entity's mission/purpose; any and all controlling members; summarized financial data including total assets, liabilities, net assets, revenues, expenditures; sources of all revenues; the entity's relationship to the subrecipient's activities; and a statement that the activities of the entity comply with Federal Regulations and Florida Statutes, as applicable. The auditor may need to provide other disclosures and presentations (such as consolidated financial statement) as appropriate after giving proper consideration of applicable accounting standards pronouncements regarding reporting of related entities.

6. The auditor should state in the Report on Compliance and Internal Control over Compliance Applicable to Each Major Federal Awards Program that the audit was conducted in accordance with the special audit guidance provided by the DEO.

7. The subrecipient must limit the audit services to no more than five years and then must follow Florida Statutes and its own policies to competitively re-procure these services. The previous audit firm may be awarded the new contract for audit services through the competitive procurement if the lead partner of the audit firm had not been engaged with the subrecipient for any of the previous five years.

PART I: FEDERALLY FUNDED

1. This part is applicable if the recipient is a state or local government or a non-profit organization as defined in 2 CFR 200, as revised.

2. In the event that the subrecipient expends \$750,000 or more in Federal awards in its fiscal year, the subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, as revised. DEO will indicate the Federal resources awarded by this agreement. In determining the Federal awards expended in its fiscal year, the subrecipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, as revised. An audit of the subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, as revised, will meet the requirements of this part.

3. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200 Subpart F (Audit

Requirements), §§.508 thru .512, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of federal awards, a summary schedule of prior audit findings, and a corrective action plan.

4. Such audits shall cover the entire recipient organization for the organization's fiscal year. Compliance findings related to contracts with DEO shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to DEO shall be fully disclosed in the audit report with reference to DEO contract involved.

Additionally, the results from DEO's annual financial monitoring reports must be included in the audit procedures and the 2 CFR 200 Subpart F (Audit Requirements) audit reports.

5. If not otherwise disclosed as required by Section .510(b)(2) of 2 CFR 200 Subpart F (Audit Requirements), as revised, the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the DEO contract or grant in effect during the audit period.

6. If the recipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

7. Although 2 CFR 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure for-profit subrecipients that expend \$750,000 or more in federal awards must comply with federal awards guidelines (see 2 CFR 200.501(h)). Federal funding provided by the U.S. Department of Health and Human Services requires compliance with 45 CFR 75 Subpart F (Audit Requirements) or a financial related audit in accordance with government auditing standards if the organization meets the expenditure threshold. See 45 CFR 75.501(i) for further details. Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies. For example, per 20 CFR 683.210(a)(2), commercial or for-profit grant recipients and subrecipients of WIOA Title I and Wagner-Peyser funds that are commercial or for-profit entities must adhere to the requirements contained in 2 CFR Part 200, Subpart F. In addition, federal funding provided by the U.S. Department of Health and Human Services requires compliance with 2 CFR 200 Subpart F (Audit Requirements) or a financial related audit in accordance with government auditing standards if the organization meets the expenditure threshold. See 45 CFR 75.501(i) for further details.

A web site that provides links to several Federal Single Audit Act resources can be found at:

<https://harvester.census.gov/facweb/resources.aspx>.

PART II: STATE FUNDED

1. This part is applicable if the recipient is a non-state entity as defined by Section 215.97, F.S. (the Florida Single Audit Act).

2. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

3. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

4. In accordance with the Final Guidance FG 05-019, auditors are required to test the subrecipient's monthly reconciliation of its financial records to the expenditures reported by the auditee in the state's financial management system maintained by DEO. The auditors' test results should be reported according to Final Guidance FG 05-019.

5. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/>

PART III: REPORT SUBMISSION

1. Copies of reporting packages, to include the management comment letter and management representation letter issued with or in conjunction with the audit, for audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the recipient directly to each of the following at the address indicated:

A. Department of Economic Opportunity
Financial Monitoring and Accountability (FMA)

The copy submitted to the FMA section should be sent via email to:

Audit@deo.myflorida.com

B. The Federal Audit Clearinghouse designated in 2 CFR 200 Subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>

2. Copies of audit reports for audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Contractor received the audit report); copies of the reporting package described in Section .320(d), 2 CFR 200 Subpart F (Audit Requirements), as revised, and any management letters issued with or in conjunction with the audit, copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.

3. Copies of financial reporting packages required by Part II, including any management letters issued by the auditor, shall be submitted by or on behalf of the recipient directly to each of the following:

A. Department of Economic Opportunity
Financial Monitoring and Accountability (FMA)

The copy submitted to the FMA section should be sent via email to: Audit@deo.myflorida.com

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

4. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200 Subpart F (Audit Requirements), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

PART IV: OTHER INSTRUCTIONS

AUDITOR WORK PAPERS ON INTERNAL CONTROLS

The subrecipient will obtain the internal control work papers from the auditor(s) performing its annual independent financial statement audit. The subrecipient will keep these work papers onsite as part of their financial records and will make these records available for review by DEO upon request. The subrecipient further agrees that, upon request, DEO will also be provided other audit work papers as needed.

-End of Attachment III-

ATTACHMENT IV
Audit Compliance Certification

Recipient Name: _____
FEIN: _____ Recipient's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Recipient expend State financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between **Recipient** and DEO of Economic Opportunity (DEO)? ___ Yes ___ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Recipient expend \$750,000 or more of State financial assistance (from DEO and all other sources of State financial assistance combined) during its fiscal year? ___ Yes ___ No

If yes, Recipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, F.S., and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Recipient expend federal awards, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and DEO? ___ Yes ___ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Recipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ___ Yes ___ No

If yes, Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Recipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative Date

Printed Name of Authorized Representative Title of Authorized Representative

**ATTACHMENT V
TRANSPARENCY
MEASURES**

Annually, the President and CEO of CareerSource Florida shall certify in writing that CareerSource Florida has complied with the below Transparency Related Duties and Obligations. CareerSource Florida shall provide the documentation specified in the Transparency Related Submittals. Any such deficiencies shall be resolved in accordance with the terms of the Agreement and applicable law.

1. Transparency Related Duties and Obligations:

A. Business Operations – Travel, Bans, and Other Requirements:

I. CareerSource Florida must comply with following per diem and travel expense provisions, in keeping with section 112.061, F.S.:

- a. Board members are entitled to receive reimbursement for per diem and travel expenses pursuant to section 112.061, F.S. Such expenses must be paid out of funds of CareerSource Florida.
- b. Lodging expenses for an employee of CareerSource Florida may not exceed \$150 per day, excluding taxes, unless the corporation is participating in a negotiated group rate discount or the corporation provides documentation of at least three comparable alternatives demonstrating that such lodging at the required rate is not available. However, an employee of the corporation may expend his or her own funds for any lodging expenses more than \$150 per day.
- c. CareerSource Florida shall ensure that travel and expense reimbursements made to vendors are in accordance with a policy established by CareerSource Florida and based on the requirements outlined in Chapter 112, F.S. CareerSource Florida's travel and expense policy must ensure that vendor reimbursements are made at the lowest possible cost necessary to ensure a reasonable level of service, comfort and security.

II. Food, beverage, lodging, entertainment, or gift bans that CareerSource Florida must comply with:

- a. Funds stemming from this Agreement may not be expended for food, beverages, lodging, entertainment, or gifts for employees of the corporation, or board members of the corporation.

III. Funds expended for events must be compliant with 2 CFR 200.421, and DEO's Guidance on Use of Funds for the Purchase of Outreach/Informational Items (FG- OGM-84). Documentation must be retained to support the cost of the funds expended and must

demonstrate that the costs are reasonable and necessary to connect individuals to employment and training services.

- IV. CareerSource Florida shall ensure that it conducts annual public records training for its employees and maintain sufficient audit details for review by DEO.
 - V. CareerSource Florida shall ensure that it adopts an employee ethics code modeled after the provisions of Chapter 112, F.S., and shall name a Chief Ethics Officer. The Officer shall be responsible for the periodic training of CareerSource Florida staff and for maintaining the Ethics Code and for, which addresses:
 - a. The acceptance of gifts;
 - b. Self-dealing;
 - c. A prohibition on unauthorized compensation;
 - d. Conflicting employment or contractual relationships;
 - e. Appropriate disclosure and use of information; and
 - f. Nepotism.
 - VI. CareerSource Florida shall not create or establish any other entity, corporation, or direct-support organization, unless authorized by law.
 - VII. In accordance with P.L. 115-31, Division H, Title V, Section 505, 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 Board shall clearly state the percentage of the total costs of the program or project that will be financed with Federal money; the dollar amount of Federal funds for the project or program; and the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
 - VIII. Any unobligated IWT funds at June 30th of each year will be considered unreserved and reallocated to the Governor's state set aside.
- B. Contract Requirements:
- I. CareerSource Florida must submit all proposed contracts with a total cost of \$750,000 or more in accordance with the notice and review procedures of section 216.177.
 - a. If the chair or vice chair of the Legislative Budget Commission, the President of the Senate, or the Speaker of the House of Representatives timely advises CareerSource Florida in writing that such proposed contract is contrary to legislative policy and

- intent, CareerSource Florida may not execute such proposed contract.
 - b. CareerSource Florida may not enter multiple related contracts to avoid the requirements of this paragraph.
 - c. This requirement does not apply to contracts for the award of a statutorily authorized incentive program.
 - II. Any contract entered between CareerSource Florida and any other public or private entity shall include:
 - a. The purpose of the contract;
 - b. The total cost of the contract;
 - c. The name and contact information of all the Contract's project managers;
 - d. When commercially reasonable, shall provide for payment only after CareerSource Florida has verified that the deliverables were completed at the negotiated performance standard;
 - e. Commercially reasonable safeguards against nonperformance and cancellation provisions;
 - f. Specific performance standards and responsibilities for each entity;
 - g. A detailed project or contract budget, if applicable;
 - h. The value of any services provided; and
 - i. The projected travel and entertainment expenses for employees and board members, if applicable.
 - III. CareerSource Florida shall conduct a pre-contracting cost-benefit analysis and post-contract return on investment report for every mission-critical sub-contract of significant cost.
- C. Purchasing Requirements:
 - I. CareerSource Florida shall ensure that CareerSource Florida adopts and implements a purchasing procedure modeled after Chapter 287, F.S. CareerSource Florida's purchasing procedure must, at minimum, contain the following elements:
 - a. Ensure that all purchasing decisions are conducted in a transparent manner;
 - b. Foster competition to ensure that CareerSource Florida receives the best value possible;
 - c. Require the approval of CareerSource Florida's President prior to entering a contract that is exempt from the competitive process because the services or commodities are available only from a single source;
 - d. Require that an intent to award a contract more than \$1,000,000 be published on CareerSource Florida's website – <https://careersourceflorida.com> – at least five business days prior to execution and that CareerSource Florida's Board of

Directors and all competitors be notified at the time of publication; and

- e. Require that CareerSource Florida take advantage of state term contracts negotiated by the Department of Management Services to the greatest extent possible.
- f. Fund provided by DEO may not be used to pay consultants in excess of \$710 per day and must be documented as reasonable and necessary.

D. Website Posting Requirements (www.careersourceflorida.com):

I. The following information must be posted on CareerSource Florida's website:

- a. A plain language version of any contract that is estimated to exceed \$35,000 with a private entity, municipality, city, town, or vendor of services, supplies, or programs, including marketing, or for the purchase or lease or use of lands, facilities, or properties;
- b. Any agreement entered between CareerSource Florida and any other entity, including a local government, private entity, or nonprofit entity, that receives public funds or funds from a tax imposed pursuant to sections 125.0104, 125.0108, or 212.0305;
- c. State Workforce Board meeting minutes within 15 days of board approval;
- d. An annual itemized accounting of the total amount of funds spent by any third party on behalf of CareerSource Florida or any board member or employee of CareerSource Florida;
- e. An annual itemized accounting of the total amount of travel and entertainment expenditures by CareerSource Florida;
- f. All reports that include metrics and return on investment calculations for CareerSource Florida contracts;
- g. Employee positions and salary information for each CareerSource Florida position (including any performance bonuses);
- h. A CareerSource Florida organizational chart;
- i. CareerSource Florida audits, tax returns, and financial reports and summaries;
- j. All reports that CareerSource Florida must generate pursuant to Florida law; and
- k. A list of all board members, company or entity that the board member is employed by or owns, and their terms of service.

II. The CareerSource Florida website must:

- a. Allow users to navigate to related sites to view supporting details;
- b. Enable a taxpayer to e-mail questions to CareerSource Florida; and
- c. Make such questions and CareerSource Florida responses publicly viewable.

E. Compensation Requirements:

- I. Board members shall serve without compensation.
- II. Funds provided by DEO may not be used to fund the salary, bonus, or incentive of any employee in excess of Federal Executive Level II, regardless of fund source.
- III. Any payments of performance bonuses or severance pay to employees using public funds are prohibited unless specifically authorized by law.
- IV. Should CareerSource Florida use public payments for performance bonuses or severance pay, the legal authorization must be provided to the Agreement Manager via e-mail prior to any such payment.

2. **Transparency Related Submittals.** CareerSource Florida shall submit the following documents and a cover letter signed by CareerSource Florida's Agreement Manager annually. If the policy, procedure, or code required by this section was submitted the previous quarter and has not changed, it is not required to be resubmitted, provided, however, that the cover letter required shall reflect this information:

- A. CareerSource Florida shall provide dated screen shots of, and links to, all the categories that are listed under Website Posting Requirements. DEO reserves the right to request hard copy of any document that should be posted that DEO is unable to locate.
- B. CareerSource Florida shall provide Annual Public Records training.
- C. CareerSource Florida shall provide a copy of its current, all-inclusive travel and expense policy (Employees, Board Members, Sub-Contractors, Vendors, etc.).
- D. CareerSource Florida shall provide a copy of its current contracting procedure.
- E. CareerSource Florida shall provide a copy of its current purchasing procedure.
- F. CareerSource Florida shall provide a copy of its current Annual Ethics Code, including Training for Employees and for the Board of Directors.

3. **Related Party Contracts.**

- A. If CareerSource Florida is discussing or contemplating entering into a contract with a board member, a relative of the board member, with organizations represented by its board members, or with entities in which board members have a relationship with the contracting vendor, the board member with the conflict must remove himself or herself from the room prior to any discussion or voting and only may reenter the room after voting and discussions have concluded.
- B. CareerSource Florida must submit a copy of the contract prior to execution to DEO at WorkforceContract.Review@deo.myflorida.com.

***-End of
Attachment
VII-***