

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

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

WHEREAS, Commerce 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 Commerce; 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, the State Workforce Development Board (“State Board”) is the board of directors of CareerSource Florida, Inc., which works at the direction of the State Board in consultation with Commerce to develop strategies for the administration and implementation of workforce programs as authorized by law; 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 Commerce.

NOW, THEREFORE, the Parties agree as follows:

1. TERM. This Agreement will begin October 1, 2025 (the “Effective Date”) and shall continue until the earlier of (a) June 30, 2027 (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 Commerce 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 BCS04.

2. FUNDING.

A. General. This Agreement is a Cost Reimbursement Agreement. Commerce may pay the Subrecipient’s costs related to this Agreement incurred outside of the Agreement Period if approved in writing by Commerce. In conformity with section 287.0582, F.S., the State of Florida and Commerce’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. Commerce 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. Commerce 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 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 Commerce), 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 Commerce), or any agency or instrumentality thereof, which Subrecipient instituted or in which the Subrecipient has joined as a claimant.

D. Sources of Funds. Commerce is the principal administrative entity designated for receipt of federal workforce grants and federal funds. Commerce is also the principal administrative entity for all state funds appropriated to the Subrecipient through Commerce. Commerce is responsible for the administration of all federal and state funds accruing to the state and assigned to Commerce. 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 comply with all laws, rules, and regulations applicable to expenditures of federal and state funds, including 2 C.F.R. part 200 and the Reference Guide for State Expenditures. Upon request by the Subrecipient, funds provided under this Agreement may be expended by Commerce for payment of contracts on the Subrecipient’s behalf.

E. Method of Payment. Commerce will provide funds to the Subrecipient by issuing a Notice of Funds Availability (“NFA”) through Commerce’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. Florida Single Audit Act - Section 215.971(1), F.S. The Subrecipient shall comply with all applicable provisions of sections 215.97, and 215.971, F.S., and the Audit Requirements in Attachment II. 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 Commerce 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.

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. Commerce 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.

D. Records.

(1) Records Compliance. Commerce is subject to the provisions of Chapter 119, F.S., relating to public records. Commerce 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. Commerce and the Subrecipient are subject to the provisions of chapter 119, F.S., relating to public records. Any document the Subrecipient submits to Commerce under this Agreement may constitute public records under the Florida Statutes. The Subrecipient shall cooperate with Commerce regarding Commerce'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 Commerce of the receipt and content of any request related to this Agreement by sending an e-mail to PRRequest@commerce.fl.gov within one business day after receipt of such request. The Subrecipient shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce'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 Commerce 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 Commerce 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 Commerce'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. Commerce 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. Commerce may request copies of any records made or received in connection with this Agreement or arising out of the Subrecipient's use of state or federal funds, and the Subrecipient shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. 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 Commerce includes all records generated in connection with or as a result of this Agreement.

(4) Audit Rights. Representatives of the State of Florida, Commerce, 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@Commerce.fl.gov. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce 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@Commerce.fl.gov, or by mail at Department of Commerce, 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, Commerce has a right to recoup federal or state funds. Commerce may disallow any cost if Commerce determines that such cost was not incurred in compliance with the terms of

this Agreement. Commerce may demand a return of funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce'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 Commerce.

(3) Discovery of Overpayments. The Subrecipient shall refund any Overpayment of funds to Commerce within 30 days of the Subrecipient's discovery of an Overpayment, or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce 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 Commerce upon the Subrecipient's confirmation of the forfeiture amount. Any interest earned on advances within the fiscal year must be returned to Commerce 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 Commerce. Commerce 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 Commerce, 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 Commerce's prior written consent. Notwithstanding the foregoing, Commerce has the right, but not the obligation, at Commerce'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) Commerce all 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 Commerce may make as to such claim, and (iii) the Subrecipient shall reimburse Commerce with unrestricted funds for the reasonable attorney's fees and costs associated with any defense or settlement that Commerce may undertake as to such claim described herein. Commerce 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, Commerce 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 Commerce 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 Commerce that corrective action has been taken and will likely result in curing the default within a period of time that Commerce 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 Commerce, Commerce 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 Commerce determines, in Commerce'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 Commerce previously provided to the Subrecipient but are neither expended nor obligated by the Subrecipient, shall revert to Commerce. 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 Commerce.
- 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 Commerce in writing.

5. EMPLOYMENT ELIGIBILITY VERIFICATION.

- A. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
- B. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
 - i. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - ii. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- C. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

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 “Commerce” includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce’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 Commerce determines that changes to this Agreement are necessitated by law Commerce 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 Commerce, which consent may not be unreasonably withheld or delayed. Commerce 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 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 Commerce, 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 Commerce. Commerce'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 liaisons shown below. Notice will be sufficient if it is delivered to the Agreement Liaison via email 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 Officer
CareerSource Florida
2308 Killearn Centre Blvd.
Suite 101
Tallahassee, FL 32309
Phone: 850-759-4351

Deputy Secretary of Workforce Services
Department of Commerce
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	AUDIT REQUIREMENTS
ATTACHMENT III	AUDIT COMPLIANCE CERTIFICATION
ATTACHMENT IV	TRANSPARENCY MEASURES
ATTACHMENT V	TOTAL COMPENSATION FOR EXECUTIVE LEADERSHIP

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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 COMMERCE

CAREERSOURCE FLORIDA, INC.

By: J. Alex Kelly
J. Alex Kelly, Secretary

By: Adrienne Johnston
Adrienne Johnston, President & CEO

Date: 9/30/2025

Date: 09/30/2025

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

OFFICE OF GENERAL COUNSEL
FLORIDA
DEPARTMENT OF COMMERCE

By: Karen Gates

Approved Date: 9/30/2025

ATTACHMENT I
STATEMENT OF WORK

I. CareerSource Florida (Subrecipient) Responsibilities:

- A. Serve as staff to the Governor's State Workforce Development Board ("State Board") as designated in section 445.004(2), F.S., pursuant to the Workforce Innovation and Opportunity Act (WIOA) (Public Law No. 113-128).
- B. Perform the activities and be responsible for the duties required of CareerSource Florida as set forth in Chapter 445, F.S.
- C. Administer and operate the Quick Response Training (QRT) set forth in and in accordance with sections 288.046-288.047, F.S.
- D. Administer and operate the Incumbent Worker Training (IWT) program as set forth in Public Law No. 113-128.
- E. The Subrecipient shall submit an Annual Report (Attachment V), including the most recent IRS Form 990, detailing the total compensation for the Subrecipient's executive leadership teams.

Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations. The annual report will be due to Commerce 30 calendar days after the submittal of the 990 form to the IRS. The Subrecipient must inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change.

- F. **Notification of Instances of Fraud:** The Subrecipient shall report any instances of operational fraud or criminal activities to Commerce's Agreement Liaison within 24 hours of discovery.
- G. **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.
- H. **Financial Consequences:** Financial consequences will be applied at Commerce's discretion if the Subrecipient fails to perform the duties and responsibilities outlined in section I of this Attachment.

-End of Attachment I-

ATTACHMENT II AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the subrecipient (**CareerSource Florida**) may be subject to audits and/or monitoring by Commerce 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), Commerce will conduct or arrange for monitoring of activities of the subrecipient as required by 2 CFR 200.332(e) and 45 CFR 75.352(d). Such monitoring activities may include on-site visits and desk reviews by Commerce 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 Commerce, 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 Commerce's annual Internal Control Questionnaire and Assessment (ICQ) Form, which documents the subrecipient's compliance with the internal control objectives as set forth within 2 CFR 200.1. The ICQ 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 Commerce by emailing it to FMA-RWB@commerce.fl.gov 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 Commerce. 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, Commerce 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 Commerce 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 Commerce.

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. Commerce 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 Commerce. 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 Commerce 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 Commerce shall be fully disclosed in the audit report with reference to Commerce contract involved. Additionally, the results from Commerce'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 Commerce 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)(1), 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 Commerce, 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. The recipient must procure audit services in accordance with federal law and the applicable state policies that govern the expenditure of federal, state, and non-pass-through funds.

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 Commerce
Financial Monitoring and Accountability (FMA)
The copy submitted to the FMA section should be sent via email to:
Audit@commerce.fl.gov

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 Commerce 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 Commerce
Financial Monitoring and Accountability (FMA)
The copy submitted to the FMA section should be sent via email to: Audit@commerce.fl.gov
- 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 Commerce 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 Commerce 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 Commerce upon request. The subrecipient further agrees that, upon request, Commerce will also be provided other audit work papers as needed.

-End of Attachment II-

ATTACHMENT III
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 Florida Department of Commerce (Commerce)?

____ 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 Commerce 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 Commerce? ____ 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 Commerce 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 IV
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 the daily limit for that of employees of the State of Florida, 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 over the limit for employees of the State of Florida.
 - 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 Commerce'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 Commerce.
- 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. CareerSource Florida shall provide Commerce a copy of any delegations approved by the Governor's Office and/or Florida Legislature within 15 calendar days of approval;
- VIII. CareerSource Florida, in accordance with Pub. L. 119-4, the requirements of Pub. L. 118-47, Division D, 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, 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.
- IX. CareerSource Florida shall submit an Annual Report (Attachment V), including the most recent IRS Form 990, detailing the total compensation for the Subrecipient's executive leadership teams. Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations. The annual report will be due to Commerce 30 calendar days after the submittal of the 990 form to the IRS. The Subrecipient must inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change. This Annual Report, Total Compensation for Executive Leadership, may be completed and submitted within the SERA system.

B. Contract Requirements:

- I. 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. Financial consequences;
 - i. A provision that ensures all activities under the contract will comply and be conducted in accordance with all applicable federal laws;
 - j. The value of any services provided; and
 - k. The projected travel and entertainment expenses for employees and board members, if applicable.
 - II. CareerSource Florida shall provide Commerce with a complete list of current and active contracts entered into by CareerSource Florida having a total contract value greater than \$35,000. The list will include the contracting party's name, contract number (if applicable), contract amount, effective date, and term. CareerSource Florida will update and resubmit the list to Commerce as necessary to ensure the information remains current and accurate.
- C. Purchasing Requirements:
 - I. CareerSource Florida shall follow the procurement standards in 2 CFR 200.318-327. 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 \$2,500,000 be published on CareerSource Florida's website – <https://careersourceflorida.com> – at least three business days prior to execution and that CareerSource Florida's Board of Directors and all competitors be notified at the time of publication;
 - e. Require that CareerSource Florida take advantage of state term contracts negotiated by the Department of Management Services to the greatest extent possible; and
 - f. Funds provided by Commerce may not be used to pay consultants in excess of \$815 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 exceeding \$5,000 that is 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, F.S.;
 - 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. Employee positions and salary information for each CareerSource Florida position (including any performance bonuses);
 - g. A CareerSource Florida organizational chart;
 - h. CareerSource Florida audits, tax returns, and financial reports and summaries;
 - i. All reports that CareerSource Florida must generate pursuant to Florida law;
 - j. A list of all board members, company or entity that the board member is employed by or owns; and
 - k. A list of all committees, advisory groups, panels, and any other groups established to carry out the State Board's core mission.
 - 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.
 - III. Compensation Requirements:
 - a. Board members shall serve without compensation.
 - b. Funds provided by Commerce 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.
 - c. Any payments of performance bonuses or severance pay to employees using public funds are prohibited unless specifically authorized by law.
 - d. 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.
- E. Related Party Contracts.
 - I. 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 abstain from voting on the contract. Any officer, employee, or agent of CareerSource Florida may not participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest in accordance with 2 CFR 200.318.
 - II. CareerSource Florida must submit a copy of the contract prior to execution to Commerce at workforce@commerce.fl.gov.

-End of Attachment IV-

ATTACHMENT V
TOTAL COMPENSATION FOR EXECUTIVE LEADERSHIP
(Executive Order 20-44)

Entity Name:

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In Leave						
Cash Equivalents						
Cash Equivalents Description						
Severance Pay						
Retirement Benefits (Pension Plan Accruals and Contributions)						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other Payouts Description						
Total Compensation						
Present Value of Vested Benefits including, but not limited to, Retirement, Accrual Leave and Paid Time Off						

Percentage of Total Compensation from Federal or State Funds						
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Under penalties of perjury, I declare that I have read the foregoing schedule of Total Compensation of Executive Leadership and Other Specified Employees and that the facts stated in it are true.

Signature

Printed Name

Title

Definitions:

Executive Leadership: Chief executive officer/executive director of the board and those reporting directly to that position.

Cash Equivalents: Gift cards, vouchers, tickets, or other items of monetary value.

Other payouts: Cell phone allowances, tuition, gym memberships, car allowances, etc.

Employer-Paid Insurance Benefits: Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.)

Present Value of Vested Benefits including, but not limited to, Retirement, Accrual Leave and Paid Time Off: Current discounted value of any vested benefit available to the employee at fiscal year-end.

**AMENDMENT ONE
TO THE AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF COMMERCE
AND
CAREERSOURCE FLORIDA, INC.**

On September 30, 2025, the State of Florida, Department of Commerce ("Commerce") and CareerSource Florida, Inc., ("CareerSource Florida," "CSF," or "Subrecipient") entered into agreement number BCS05 (the "Agreement"). Commerce and CareerSource Florida may hereinafter be referred to individually as a "Party" or collectively as "the Parties."

WHEREAS, section 6.C, Amendments, of the Agreement provides that any amendment to the Agreement shall be in writing and executed by the Parties thereto;

WHEREAS, the Parties wish to amend the Agreement as set forth herein; and

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Section 8, Attachments, of the Agreement, is hereby deleted and replaced as follows:

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	AUDIT REQUIREMENTS
ATTACHMENT III	AUDIT COMPLIANCE CERTIFICATION
ATTACHMENT IV	TRANSPARENCY MEASURES
ATTACHMENT V	TOTAL COMPENSATION FOR EXECUTIVE LEADERSHIP
ATTACHMENT VI	INDIVIDUAL NON-DISCLOSURE AND CONFIDENTIALITY CERTIFICATION FORM

2. Section 9, Confidentiality, is hereby added to the Agreement as follows:

9. CONFIDENTIALITY.

A. Commerce may provide the Subrecipient with or access to confidential information or personal identifying information (PII) on an ongoing basis as a result of the Subrecipient's use of shared information systems. The Subrecipient agrees to abide by all applicable Federal and State laws and regulations regarding confidential information. The Subrecipient will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in Chapter 445, Florida Statutes (F.S.), WIOA, and as set forth in this Agreement. The Subrecipient will ensure that access to software systems and files that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described in this Agreement and

will comply with applicable law. The Subrecipient agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

- B. The Subrecipient may have access to varying types of confidential information as a result of its performance under this Agreement. The Subrecipient will protect the confidentiality of any information to which it has access in accordance with applicable law.
- C. Staff of the Subrecipient granted access to workforce information systems, including systems containing confidential information, must complete Exhibit B to this Agreement, "Individual Non-Disclosure and Confidentiality Certification Form," prior to accessing said workforce information systems. A copy of each completed form must be retained by the Subrecipient and made available to Commerce upon request.
- D. Subrecipient requests for Commerce data must come from Subrecipient executive staff to Commerce. Commerce will not accept data requests from the Subrecipient's contractors. Commerce will only grant access to Commerce-owned systems to staff of the Subrecipient.
- E. Commerce may provide the Subrecipient access to Reemployment Assistance (RA) information on an ongoing basis as a result of the Subrecipient's use of shared information systems and the provision of integrated services. Access to such information will typically be at no cost (any cost imposed by Commerce will be reflected in a separate agreement between the Parties). Certain RA information is made confidential by section 443.1715, F.S.; and 20 CFR 603.9(b)(1) requires the Subrecipient to agree to the following terms as a condition of accessing this information. Commerce will immediately suspend or cease providing the Subrecipient access to RA information if Commerce determines the Subrecipient is not in compliance with section 443.1715, F.S., 20 CFR 603, and the conditions set forth below. Commerce may, in its sole discretion, provide access once Commerce is satisfied that the Subrecipient has cured the deficiency. The Subrecipient shall:
 - i. use the information it receives only for purposes authorized by law and consistent with this Agreement;
 - ii. store the information, whether physically or electronically, in such a manner that is secure from unauthorized access;
 - iii. ensure the information is only accessible by authorized individuals that have an actual need to access the information for a legitimate and lawful purpose;
 - iv. ensure that any entity to which the Subrecipient further discloses the information complies with these terms;
 - v. not store the information on any portable storage media device (e.g., laptops, external hard drives, thumb drives, iPads, tablets, or smartphones, etc.);
 - vi. to the extent practicable and considering the arrangement in place under this Agreement (shared information systems), destroy the information after the purpose for which it is disclosed is accomplished in accordance with 20 CFR 603.9(b)(1)(vi). However, the Subrecipient may not seek to delete information from Commerce's information systems;

- vii. to the extent practicable, and considering the arrangement in place under this Agreement, maintain a system sufficient to allow Commerce to conduct an audit of transactions concerning the information;
 - viii. ensure all individuals obtaining access to the information are aware of the penalties established by section 443.1715, F.S., and acknowledges that all individuals have been so instructed through the execution of this Agreement; and
 - ix. allow Commerce or its representatives access to conduct onsite inspections to ensure the Subrecipient's compliance with section 443.1715, F.S.
 - F. The Subrecipient will immediately notify Commerce of any breach of security, as defined by section 501.171, F.S., occurring in any operation under its control. If the breach of security concerns data belonging to Commerce, Commerce reserves the right to determine whether the provisions of section 501.171, F.S., apply. Commerce will determine if notifications are necessary and, if so, the procedure for making, and the content included in, those notifications. The Subrecipient will provide the notifications if deemed necessary by Commerce and will not provide said notifications without prior approval from Commerce. Commerce will not unreasonably withhold approval to send notifications and will make all decisions regarding said notifications as quickly as possible and consistent with the timelines in section 501.171, F.S. The Subrecipient is responsible for all fees and costs incurred due to a breach of security occurring in an operation, program, or physical setting under the Subrecipient's control, including, but not limited to, the cost of sending breach notifications.
 - G. The Subrecipient will appoint a Security Officer who is responsible for ensuring the Subrecipient's compliance with all information system security matters and system access control for users of Commerce-owned systems. The Security Officer will comply with policies and requirements imposed by Commerce.
- 3. Section 1.D., Website Posting Requirements, Attachment IV, of the Agreement, is hereby deleted and replaced as follows:
 - 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 for the five most recent years;
 - b. State Workforce Board meeting minutes within 15 days of board approval;
 - c. 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;
 - d. An annual itemized accounting of the total amount of travel and entertainment expenditures by CareerSource Florida;
 - e. Employee positions and salary information for each CareerSource Florida position (including any performance bonuses);
 - f. A CareerSource Florida organizational chart;
 - g. CareerSource Florida audits, tax returns, and financial reports and summaries;
 - h. All reports that CareerSource Florida must generate pursuant to Florida law;

- i. A list of all board members, company or entity that the board member is employed by or owns; and
 - j. A list of all committees, advisory groups, panels, and any other groups established to carry out the State Board's core mission.
 - II. The CareerSource Florida website must:
 - a. Allow users to navigate to related sites to view supporting details; and
 - b. Enable a taxpayer to e-mail questions to CareerSource Florida.
- 4. Section 1.F, Compensation Requirements, Attachment IV, of the Agreement, is hereby added to the Agreement as follows:
 - F. Compensation Requirements:
 - I. Board members shall serve without compensation.
 - II. Funds provided by Commerce 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of the Agreement as amended. This amendment is effective October 1, 2025.

FLORIDA DEPARTMENT OF COMMERCE

CAREERSOURCE FLORIDA, INC.

By: _____
J. Alex Kelly, Secretary

By: _____
Adrienne Johnston, President & CEO

Date: _____

Date: _____

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

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

ATTACHMENT VI

INDIVIDUAL NON-DISCLOSURE AND CONFIDENTIALITY CERTIFICATION FORM

I understand that I will be exposed to certain confidential information for the limited purpose of performing my job. I understand that confidential records may include names (or other personally identifiable information), social security numbers, wage information, Reemployment Assistance information, employment information, and public assistance information. I understand that this information is confidential and may not be disclosed to others. Prior to receiving access to such information, and any information systems containing such information, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the system(s) only for purposes authorized by law within the course and scope of my employment to secure information to conduct program business.
3. I will not disclose my user identification, password, or other information needed to access the system(s) to any party nor shall I give any other individual access to secured information contained within the system(s).
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access system(s) to which I have been granted access, I will immediately notify the Subrecipient's Security Officer.
5. I will store any physical documents containing confidential information in a place that is secure from access by unauthorized persons.
6. I will store and process information maintained in electronic format, such as magnetic tapes, discs, or external drives in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer system(s).
8. I will not share with anyone any other information regarding access to the system(s) unless I am specifically authorized to do so by the Florida Department of Commerce ("Commerce").
9. I will not access or request access to any social security numbers, personal information, wage information, employer information, reemployment assistance information, or employment data unless such access is necessary for the performance of my legitimate business duties.
10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.

11. I will not access or divulge information about any personal associates, including relatives, friends, significant others, co-workers, or anyone with whom I reside. I will not provide services to these individuals and will, instead, refer such individuals to other qualified service providers.
12. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served. I will do this in such a way so as to prevent the information from being reconstructed, copied, or used by any means. However, I will not destroy or delete information from information system(s) when such destruction or deletion is outside the scope of my authority.
13. I understand that it is misdemeanor of the second degree to disclose confidential Reemployment Assistance information to unauthorized persons. I further understand that Commerce has process and procedures in place to detect unauthorized access to such information. I understand that it is the practice of the Commerce to prosecute violations of to the fullest extent of the law.
14. I certify and affirm that I have either (1) received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations; or (2) have received written standards and instructions in the handling of confidential data from my employer or Commerce. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.
15. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Employee Signature: _____

Date: _____

Print Employee Name: _____

Work Telephone: _____

E-mail: _____