

**CONTRACT FOR SERVICES
BETWEEN
CAREERSOURCE FLORIDA, INC.
AND
CHERRY BEKAERT LLP
CONTRACT 2025-003
FEID #: 56-0574444**

Project Name: Auditing Services

Contract Value: \$49,075.00

I. Parties.

The parties to this Contract ("Contract") are CareerSource Florida, Inc., hereinafter referred to as "CareerSource Florida" or "CSF," and Cherry Bekaert LLP, hereinafter referred to as "Contractor."

II. Term.

This Contract shall commence on July 1, 2025, or upon execution by the parties, whichever is later, and shall expire on June 30, 2026. As CSF receives its funding through an annual appropriation from the Florida Legislature, this Contract is subject to the availability of funds. CSF shall be the final authority as to the availability of funds for this Contract.

III. Scope of Contract.

Contractor will provide the following audit services: (1) conduct an independent, organization-wide financial and compliance audit and submit a comprehensive audit report each fiscal year (July 1 – June 30); (2) audit fieldwork, which requires the audit team communicate with CSF's CFO or his/her delegate continuously with updates on activities and concerns; (3) prepare and review the audit report and audited financial statements; (4) provide audit presentation(s) to the CSF Finance Council and full CSF Board of Directors upon request; and (5) prepare a Management Letter for findings and observations not included in the audit report.

IV. Contractor Responsibilities.

The Contractor will perform all deliverables as specified in Attachment A - Schedule of Deliverables and Payments and in subsection A. below. If Contractor does not complete deliverables as specified for payment, a financial consequence will be applied to that month's invoice as specified in Attachment A.

A. Required Audited Services.

1. Contractor will conduct an independent, organization-wide financial and compliance audit each fiscal year ending June 30 for all financial operations and submit the audit report by September 30, 2025;
2. Audits must examine the status of compliance with state and federal laws governing structure, functions, and mission of local workforce boards, and report any material non-compliance.
3. Contractor will conduct all audits in accordance with generally accepted auditing standards and the most current revision of Governmental Auditing Standards issued by the Comptroller General of the United States, Government Accountability Office. In addition, the audits are to be performed in accordance with Uniform Guidance, 2 CFR, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, along with all regulations, policies and rules related to the applicable funding sources as issued by the U.S. Department of Labor, Florida Department of Children and Families, CSF, and the Florida Department of Commerce.
4. Each audit must comply with the Florida Single Audit Act, section 215.97, Florida Statutes (F.S.) and Chapter 10.650, Florida Rules of the Auditor General.
5. Each audit will include the independent auditor's report on the financial statements, including Statements of Net Position; balance sheets; related statements of revenues, expenditures, and changes in fund balance; statements of functional expenses; and the notes to the financial statements. Contractor will also provide a report on the Schedule of Expenditures of Federal Awards and State Financial Assistance will also be provided.
6. During the audit fieldwork, Contractor will communicate with CSF CFO or his/her delegate continuously with updates on activities and concerns. Should issues be discovered, the CSF President and CEO will determine whether to take appropriate corrective action.
7. In addition to meeting with the respective staff in preparing and reviewing the audit report and audited financial statements, Contractor will provide an audit presentation to the CSF Finance Council. Contractor may also be required to make a presentation to the full CSF Board of Directors upon request.
8. Contractor will prepare a Management Letter for findings and observations not included in each audit report.

9. The Contractor will support meetings as follows:

Meeting Type	Expectation
Financial Status Updates	In-person / On-site or Virtual
Fieldwork Follow-up	In-person / On-site or Virtual
Audit Presentations	In-person / On-site or Virtual

CSF will have office/workspace and network connectivity available for the Contractor to use, as necessary.

B. Staffing.

The Contractor shall ensure all staff are qualified to deliver services under the terms and conditions of this Contract. Qualifications must include appropriate educational background based upon job duties and experience in similar or like employment. Staff qualifications must be in writing for all staff members for each year of the Contract. Contractor will submit this information to CSF within 30 days of contract execution.

The Contractor shall notify the CSF contract manager as soon as possible, but no later than 10 calendar days, of any changes in the staff assigned to this engagement. Such notification shall be in writing and shall include information related to replacement staff assigned to this engagement. Failure to comply with the requirements of this section will provide CSF with discretion to activate the contract termination provisions in Section XVII - Notice of Termination for Cause and for Convenience.

C. Subcontractor(s).

The Contractor will provide the scoped services and shall be responsible for all work performed and all contract deliverables. The Contractor shall not enter any subcontracts for the delivery of any services described in this Contract without the prior written approval of CSF.

It is the intent of CSF to maintain the quality standards applicable for all engagement team members. The Contractor, as the prime service provider, retains sole responsibility for the qualifications of all team members.

D. Confidentiality and Safeguarding Information.

CSF and the Contractor may have access to confidential information during the course of performing the services described in this Contract. CSF and the Contractor must implement procedures to ensure protection and confidentiality of all data, files, and records involved with this contract.

E. Compliance with Laws.

The Contractor shall comply with all laws, rules, codes, ordinances, licensing and bonding requirements that are applicable to the conduct of its business while performing the services described in this Contract, including those of federal, state, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the Contractor shall comply with - the Immigration and Nationality Act, the

Americans with Disabilities Act, the Clean Air Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, disability, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

F. Convicted Contractors.

A person or affiliate placed on the convicted vendor list pursuant to section 287.133, F.S., following a conviction for a public entity crime is prohibited from submitting a proposal on a contract to provide any goods or services to a public entity for a period of 36 months from the date of being placed on the convicted contractor list.

G. Discriminatory Contractors.

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not submit a proposal on a contract to provide any goods or services to a public entity for a period of 36 months from the date of being placed on the discriminatory vendor list.

H. Licenses, Permits and Taxes.

The Contractor shall pay for and obtain all licenses, permits, taxes, or other fees required for this contract. In addition, the Contractor shall comply with all federal, state, and local codes, laws, ordinances, regulations and other requirements applicable to the work specified all at no additional cost to CSF.

V. Attachments.

The parties agree to comply with all the terms and conditions of this Contract, including and incorporating herein the specified attachments listed below:

- A. Attachment A – Schedule of Deliverables and Payments
- B. Attachment B – Certifications and Assurances
- C. Request for Proposals for Audit and Tax Services, February 14, 2025 (excluding provisions related only to tax services)
- D. The Engagement Letter(s) between the parties for audit services

VI. Priority of Contract Documents.

The parties agree that this Contract document, Contract for Services Between CareerSource Florida, Inc. and Cherry Bekaert LLP, is the controlling document over any of the attachments to this document. Whenever possible, the Contract terms and conditions and the attachments should be interpreted to be consistent with each other.

However, if there is an irreconcilable conflict, the Contract is the prevailing document over any of the attachments. Should there arise a dispute or a contradiction between this Contract document and the attachments, the order of precedence, one over the other shall be:

- A. This Contract document
- B. Attachment A – Schedule of Deliverables and Payments
- C. Attachment B – Certifications and Assurances
- D. Request for Proposals for Audit and Tax Services, February 14, 2025 (excluding provisions related only to tax services)
- E. The Engagement Letter(s) between the parties for audit services

VII. **Payment for Services and Products.**

The Contract amount, not to exceed **\$49,075** unless approved by CSF, is to be paid by CSF based on Attachment A - Schedule of Deliverables and Payments. It is understood and agreed by the parties that CSF is paying for the completion of the Services as specified in Section III., Scope of Contract and Attachment A – Schedule of Deliverables and Payments. Contractor shall receive payments based on completed portions of the deliverables in the event of cancellation for convenience as set forth in Section XVII – Notice of Termination for Cause and for Convenience.

VIII. **Name and Address of Payee.** The name and address of the contact person and official payee to whom the payment shall be made is:

Cherry Bekaert LLP
Attention: Invoicing
Address: P.O. Box 632238 Cincinnati, OH 45263-2238
Email: invoicing@cbh.com

IX. **Expenditures.**

This Contract establishes a vendor relationship as contemplated by 2 CFR Part 200 between CSF and Contractor. In this regard, payments and appropriate documentation related directly to the deliverables are described in Attachment A - Schedule of Deliverables and Payments. CSF will exercise due diligence to review performance and required documentation submitted by Contractor and to process payments in a timely manner. If a discrepancy arises with the required documentation that precludes the processing of the invoice or a portion of the invoice for payment, CSF's contract manager will notify the Contractor's contract manager of the discrepancy. Such discrepancies must be corrected before payment is made.

X. **Administrative Functions.**

The Contractor shall provide all administrative functions, i.e., management, support staff, office space, telephones, supplies and typing, and any other administrative functions required to meet the requirements of this Contract, and all such costs are

included in the Contract amount.

XI. Invoicing.

CSF agrees to pay for contracted services and work products according to the terms and conditions of this Contract. Original invoices for services and work products, and documentation of achievement of each deliverable, must be submitted in detail sufficient for pre-audit and post-audit to be eligible for payment. The determination of the invoice and documentation sufficiency is solely within the discretion of CSF, per the terms below.

Contractor shall submit invoices for services provided, as specified in Section III., Scope of Contract, and Attachment A – Schedule of Deliverables and Payments including deliverable start and completion date, and a summary of the services provided, and hours charged. Payment will be made upon receipt of invoice for specified services. Invoices must include the required documentation as stipulated in Section III., Scope of Contract and Attachment A – Schedule of Deliverables and Payments and should be submitted to:

Dana Davis, Chief Financial Officer
CareerSource Florida, Inc.
2308 Killearn Center Blvd. Suite 101
Tallahassee, Florida 32309
Email: ddavis@careersourceflorida.com and accountspayable@careersourceflorida.com

XII. Reporting.

To assess Contract activity and progress toward the accomplishment of the deliverables described in Attachment A - Schedule of Deliverables and Payments, Contractor's invoices and supporting documentation shall communicate all contract activities and show progress toward the accomplishment of required deliverables.

XIII. Contract Management.

The following individuals shall serve as Contract Managers for this Contract and shall be the point of Point of contact for the parties on matters regarding the terms and conditions of the Contract:

For CareerSource Florida, Inc.:

Quartil Robinson
Contracts & Procurement Manager
2308 Killearn Center Blvd. Suite 101
Tallahassee, FL 32309
Phone: (850) 759-4356
Email: qrobinson@careersourceflorida.com and accountspayable@careersourceflorida.com

For Cherry Bekaert LLP:

Brian Liffick
Partner
Address: 300 South Orange Ave. Suite 1000 Orlando, FL 32801
Phone: (321) 430 - 7418
Email: bliffick@cbh.com

With legal notices to:
Cherry Bekaert LLP
3800 Glenwood Ave.,
Suite 200 Raleigh, NC 27612
Attn: General Counsel
CBHLegal@cbh.com

In the event a different representative is designated by either party after execution of this Contract, notice of the name and contact information of the new representative shall be provided in a timely manner to the other party.

XIV. Contract Modifications.

Modifications to this Contract shall only be valid when they have been rendered in writing and signed before the expiration, cancellation, or termination of the Contract by all original signers, their duly authorized successors, or their designees. The parties agree to renegotiate this Contract if revisions of any applicable laws, regulations or increases/decreases in allocations make changes in this Contract necessary. There are no obligations to agree by either party.

XV. Contract Renewal.

This Contract is for a period of one year, with an option to renew annually not to extend beyond May 31, 2030, contingent upon satisfactory performance, the availability of funds, and agreement of the parties to deliverables and payments for each renewal period. CSF retains the sole authority to determine satisfactory performance. Such renewals are not automatic and require an offer from CSF to the Contractor and an agreement of terms as evidenced by a written and signed renewal document to be executed prior to the expiration of this Contract. There are no obligations to agree to a renewal by either party.

XVI. Contract Extension.

Extension of this Contract is limited to a period not to exceed six (6) months and must be executed by the parties prior to the expiration of this Contract. An extension may only be executed if, in the judgment of CSF, the contract extension is deemed to be beneficial to the completion of the services as described in this Contract.

XVII. Notice of Termination for Cause and for Convenience.

A. Termination Due to Lack of Funds.

In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, CSF may terminate this Contract upon no less than 30 days' notice in writing to Contractor. CSF shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds."

In the event of termination of this Contract under this provision, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

B. Termination for Convenience.

CSF or the Contractor may, without cause, unilaterally terminate this Contract by providing the other party with 30 days' written notice. Contractor shall not furnish any deliverables after it receives the notice of termination, except as necessary to

complete the continued portion of the Contract, if any. Contractor shall not be entitled to recover any cancellation charges or lost profits

C. Termination for Cause.

If the Contractor does not provide or deliver the services as agreed upon in the Contract, does not provide required services within the timeframes identified in the Contract, or in any other way breaches the Contract, CSF may, but is not obligated to, terminate the Contract for non-performance or breach and may also pursue penalties for non-performance or breach to the extent allowable under Florida law. Prior to termination, CSF shall provide the Contractor with notice of the alleged non-performance and/or breach issues and will provide a date certain, not less than 10 business days, for remedying these issues. The Contractor shall remedy the non-performance or breach and shall provide written notice to CSF of such remedy by the date provided by CSF. If the non-performance or breach is not corrected by the date provided, or the Contractor fails to provide notice of such remedy, CSF may, by written notice to the Contractor, terminate the Contract upon 24-hour notice.

XVIII. Waiver.

Waiver of breach of any provision of this Contract by CSF shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit CSF's rights to remedies at law or damages.

XIX. Notice.

Any notice required or performed pursuant to this Contract shall be in writing and delivered by U.S. certified mail, return receipt requested, commercial express mail, or in person. Proof of delivery shall be presumed if indicated by the signature of a Contractor or CSF's officer, employee, agent, or attorney, but may be proved by other means.

XX. Legal Action.

In the event of a dispute between the parties that cannot be resolved through discussions between the parties and that would otherwise lead to litigation, both parties agree to submit such issues to non-binding mediation prior to taking any action at law or in equity. With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Contract shall be governed by, and be consistent with, the laws of the State of Florida, both procedural and substantive. The parties further agree that Leon County shall be the venue of any legal action between the parties, and that this Contract shall be read, interpreted, and construed in accordance with the laws of the State of Florida.

XXI. Indemnification/Hold Harmless.

Cherry Bekaert LLP hereby agrees to indemnify and hold harmless, to the extent permitted by section 768.28, F.S. and other applicable Florida law, CSF and its employees, officers, agents, and assignees from all third-party claims, liabilities, actual and direct damages, injuries and out of pocket expenses of any nature whatsoever, including reasonable attorney fees and legal costs arising from, resulting from or in any way connected or associated with this Contract, when such claims, liabilities, damages, injuries or expenses are due or claimed to be due solely or in part to the negligent acts of the Contractor, its officers, employees, agents, subcontractors, and/or assignees. Provided, however, that

the maximum aggregate liability of Contractor with respect to its indemnification obligations under the Contract shall not exceed the sum of one million dollars (\$1,000,000.00).

XXII. Public Records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-759-4334, via e-mail at info@careersourceflorida.com, or by mail at 2308 Killearn Center Blvd., Suite 101, Tallahassee, Florida 32309.

XXIII. Records and Retention.

CSF, the Governor of the State of Florida, the Department of Financial Services of the State of Florida, the Auditor General of the State of Florida, or any duly authorized representatives shall have access, for purposes of examination, to any books, documents, papers, and records (both paper and electronic) of the Contractor related to this Contract. If the Contract funds are federally funded in their origin, for the purposes described in this Section, "duly authorized representatives" shall include appropriate federal entities.

The Contractor acknowledges that data which identifies a program client or employer is confidential under the provisions of sections 443.171(5) and 443.1715(1), F.S., and/or under various federal program rules and regulations, including, but not limited to, 45 CFR 205.50 and Section 185 of the Workforce Innovation and Opportunity Act. Such data may not be released by the Contractor to anyone other than CSF or as may be specifically prescribed by CSF in writing. The Contractor shall employ sufficient internal controls to maintain the confidentiality of these data. CSF may terminate this Contract if the Contractor fails to maintain the required confidentiality of the Contract records.

CSF may unilaterally cancel this Contract for refusal by the Contractor to allow public access as described above to all non-confidential documents, papers, letters, or other materials originated or received by the Contractor under this Contract subject to the provisions of chapter 119, F.S.

All records, documents, reports, notes, or other written materials either prepared or maintained by the Contractor for the administration and management of this Contract, or certified copies thereof, shall be provided intact and at no cost to CSF upon the written request of CSF at the time of Contract cancellation, termination, or completion. The Contractor is under no obligation to provide these materials without the express written request of CSF. All materials associated with this Contract shall be retained by the Contractor for a minimum of five (5) years from the date this Contract ends.

XXIV. Ownership of Contract Materials.

CSF and the Contractor agree that the work by the Contractor under this Contract, as well as any derivative works, is work "for hire" pursuant to federal copyright law. The parties agree that any products developed or modified under this Contract shall be the property of CSF. At CSF's discretion, the Contractor may be granted a non-exclusive license,

without the right to sublicense, to use products developed by the Contractor under this Contract. Such use shall be solely for the benefit of this Contract. The revenue generated by the Contractor from the products shall be used by the Contractor for activities consistent with this Contract and its project action plan. This revenue includes, but is not limited to, all income arising from sharing, replicating, allowing access to or distributing any- and all components of the products. Notwithstanding anything to the contrary, the Contractor shall retain ownership of its pre-existing and/or independently developed intellectual property, materials, ideas, expertise, processes, and methodologies ("Contractor Pre-Existing Materials"). For Contractor Pre-Existing Materials that are delivered under this Contract to CSF, Contractor hereby grants to CSF a nonexclusive, royalty-free, right to use, copy, perform, display, execute, reproduce, and modify such Contractor Pre-Existing Materials, solely as contained in the materials or deliverables delivered herein. CSF will obtain copies of Contractor workpapers, including those related to internal controls, to be retained as required by the CSF's subgrantee agreement.

XXV. Intellectual Property Rights.

All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Contract, is the exclusive property of CSF to be granted to and vested in CSF for the use and benefit of CSF; and no person, firm or corporation shall be entitled to use the same without the written consent of CSF. Any contribution by Contractor or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Contractor for CSF and, upon creation, shall be owned exclusively by CSF. To the extent that any such works may not be considered works made for hire for CSF under applicable law, Contractor agrees upon creation of such works, to automatically assign to CSF ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

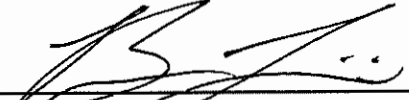
If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Contract, Contractor shall refer the discovery or invention to CSF who will refer it to the Department of State to determine whether patent protection will be sought in the name of CSF.

Where activities supported by this Contract produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature CSF has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of CSF to do so. Contractor shall give CSF written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

Authorized Signature for Cherry Bekaert LLP:

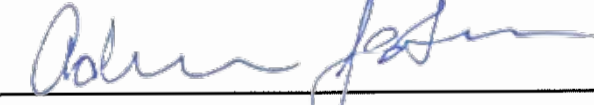


Brian Liffick, Partner
Cherry Bekaert LLP

6/25/25

Date

Authorized Signature for CareerSource Florida, Inc.:



Adrienne Johnston, President and CEO
CareerSource Florida, Inc.

06/26/25

Date

Attachment A

Schedule of Deliverables and Payments

I. Schedule of Deliverables and Payments

The following Schedule of Deliverables and Payments is subject to change based on mutually agreed upon modifications to the plan during the programming year.

SCHEDULE OF DELIVERABLES AND PAYMENTS		
Deliverable No. 1 – Conduct Fieldwork		
Description / Tasks	Performance Measures	Financial Consequences
A. Conduct fieldwork for financial and compliance audit.	A. The Contractor will complete fieldwork between June 10 th and September 30 th .	A. Failure to complete fieldwork between June 10 th and September 30 th will result in a 10% reduction of the deliverable cost each calendar day beyond the due date. Reduction shall be made from the deliverable payment.
Deliverable 1A - \$25,000		
Description / Tasks	Performance Measures	Financial Consequences
B. Conduct an annual audit for each program year for all financial operations and submit audit report.	B. The Contractor will meet with CSF staff no later than September 15 th and present preliminary audit findings.	B. Failure to meet with CSF Staff and present audit findings by September 15 th will result in a 5% reduction of the deliverable cost each calendar day beyond the due date. Reduction shall be made from the deliverable payment.
Deliverable 1B – \$5,000		
Deliverable 1 Total - \$30,000		

Deliverable No. 2 – Deliver Audit Report		
Description / Tasks	Performance Measures	Financial Consequences
A. The Contractor will conduct an annual audit for the fiscal year ending June 30 th for all financial operations.	A. Annual Audit report must be completed and delivered to CSF no later than September 30 th .	A. Failure to conduct annual audit by September 30 th will result in a 10% reduction of the deliverable cost each calendar day beyond the due date. Reduction shall be made from the deliverable payment.
Deliverable 2A - \$6,500		
B. The Contractor will prepare a Management Letter for findings and observations not included in the audit report.	B. The Contractor will prepare a Management Letter for findings on or by September 30 th .	B. Failure to prepare a Management Letter on or by September 30 th will result in a 5% reduction of the deliverable cost. Reduction shall be made from the deliverable payment.
Deliverable 2B - \$6,500		
C. Present final audit to CSF Finance Council and/or Board of Directors.	C. The Contractor will present final audit findings to CSF Finance Council and/or Board of Directors no later than December 31 st .	C. Failure to present final audit findings to the CSF Finance Council and/or Board of Directors by December 31 st will result in a 5% reduction of the deliverable cost for each calendar day beyond the due date. Reduction shall be made from the deliverable payment.
Deliverable 2C - \$6,075		
Deliverable 2 Total - \$19,075		

Contract amount not to exceed \$49,075

ATTACHMENT B

CERTIFICATIONS AND ASSURANCES

CAREERSOURCE FLORIDA will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract. Contractor provides the following certifications and assurances:

I. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 74)

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transaction.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in **Paragraph I.2.** of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause of default.

II. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)

Certification Regarding Lobbying – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the

undersigned shall also complete and submit **Standard Form – LLL, Disclosure Form of Lobbying Activities**, in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by **31 U.S.C. 1352**. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

III. Non-Discrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. **Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), (Pub. L. 113-128)**, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I financially assisted program or activity;
2. **Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)**, as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (**45 CFR Part 80**), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. **Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112)**, as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (**45 CFR Part 84**), to the end that, in accordance with **Section 504 of that Act**, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. **The Age Discrimination Act of 1975 (Pub. L. 94-135)**, as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (**45 CFR Part 91**), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

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

6. **The American with Disabilities Act of 1990 (Pub. L. 101-336)**, prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

Contractor also assures that it will comply with **29 CFR Part 38** and all other regulations implementing the laws listed above. Contractor understands that CSF and the United States have the right to seek judicial enforcement of the assurance.

IV. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES. SECTION 287.133. F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in **section 287.133, F.S.**, nor placed on the convicted vendor list.

The Contractor understands and agrees that it is required to inform CSF immediately upon any change of circumstances regarding this status.

V. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, **Section 511 (Pub. L. 111-117)**. The Continuing Appropriations Act, 2011, **Sections 101 and 103 (Pub. L. 111-242)**, provides that appropriations made under **Pub. L. 111- 117** are available under the conditions provided by **Pub. L. 111-117**.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all Recipient and/or Subrecipients and contractors shall provide this assurance accordingly.

VI. SCRUTINIZED COMPANIES LISTS CERTIFICATION. SECTION 287.135. F.S.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of **section 287.135, F.S.**, Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to **section 215.473, F.S.**

VII. EMPLOYMENT ELIGIBILITY VERIFICATION

1. E-Verify is an Internet-based system that allows an employer, using information reported

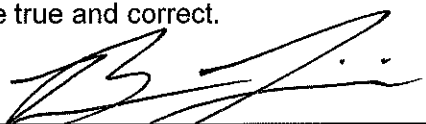
on an employee's Form 1-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>

2. In accordance with **section 448.095, F.S.**, the State of Florida expressly requires the following:
 - a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b. An employer shall verify each new employee's eligibility within three (3) business days after the first day that each new employee begins working for pay as required under 8 CFR 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.
3. 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.

Contractor understands that pursuant to **section 287.135, F.S.**, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

By signing below, the Contractor certifies the representations outlined in Parts I through VIII above are true and correct.



Brian Liffick, Partner

Cherry Bekaert LLP

6/25/25
Date



Adrienne Johnston, President and CEO

CareerSource Florida, Inc.

06/26/25
Date

End of Attachment B – Certifications and Assurances