

JULY 1, 2021



ONE STOP OPERATOR CONTRACT

AGREEMENT BETWEEN CAREERSOURCE NORTH FLORIDA AND
EDUCATIONAL MANAGEMENT AND SERVICES

Agreement Between
The North Florida Workforce Development Board, Inc.
d.b.a. CareerSource North Florida (CSNF)
and
Educational Management and Services (EMS)

This agreement is entered into between the North Florida Workforce Development Board, Inc., d/b/a CareerSource North Florida and hereinafter referred to as “CSNF” or “Grantee”, and Educational Management and Services, hereinafter referred to as “Contractor”, by which Contractor agrees to fill the role of One-Stop Operator as required under the Workforce Innovation and Opportunity Act (WIOA).

WHEREAS, Contractor has entered into an agreement with CSNF to work with CSNF, the Executive Committee and Board of Directors.

WHEREAS, Contractor has agreed to function as the One-Stop Operator for CSNF.

WHEREAS, the Contractor will execute all applicable functions of a One-Stop Operator as contained in the scope of work.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. TERM:

The term of this Agreement begins upon the execution of this Agreement by all parties but no earlier than JULY 1, 2021 and ends June 30, 2022. CSNF reserves the right to engage Contractor in other aspects related to the scope of work contained in this contract, pending negotiations acceptable to both CSNF and Contractor. This contract is renewable for a period of three additional program years with final contract renewal ending June 30, 2025. This contract may be renewed annually at the discretion of CSNF and Educational Management and Services.

2. SCOPE OF WORK:

See Attachment A.

3. BUDGET/INVOICING SCHEDULE:

See Attachment B for the Budget and Invoicing Table. Payments will be made monthly to the contractor based on the deliverables per Attachment B. This budget is agreed upon in a “not to exceed” format. The scope of work and overall cost of the contract may be altered only through modification of this agreement as agreed upon by CSNF and Contractor. Contractor agrees to submit detailed billing for each quarter of work conducted.

4. CONTRACT PROVISIONS:

De-obligation of Funds: If at any time State or Federal funds in support of this Agreement become unavailable, this Contract shall be terminated immediately upon written notice of such fact by CSNF to the Contractor. In the event of termination, the Contractor shall be entitled to payment for approved incurred costs only to the extent that funds are made available to CSNF to make such payments.

Access to Records: The Contractor agrees that the Comptroller General of the United States, the Secretary of Labor, Department of Economic Opportunity, CSNF, or any of their duly authorized representatives shall have access to all records pertaining to the payments made to the Contractor under this Contract including any relevant financial records, supporting documentation, statistical records and all other pertinent records of the Contractor including transactions related to this Contract.

Retention of Records: The Contractor further agrees to retain such records for five years following the end of this agreement period. And further agrees that if any litigation, audit or claim remains unresolved at the expiration of the aforementioned period, then the records will be retained until all outstanding issues have been resolved.

Hold Harmless: The Contractor shall hold harmless CSNF, its officers, agency employees, and funding sources from any and all liabilities and claims of any kind, including death, sickness, or injury to persons or property from any cause whatsoever arising from or connected with the operations or the services of the Contractor, his agents, representatives or employees. The Contractor assumes responsibility for any adverse liabilities (including back pay judgments) emanating from any complaint or non-compliance or fraud and abuse found against the Contractor.

Governmental Rules and Regulations: The Contractor warrants the performance of all obligations specified in this Agreement in accordance with the terms and conditions of any and all Federal and State rules and regulations now existing or hereafter promulgated which are applicable to the performance of this Contract. Official publication of such rules and regulations shall be deemed to be sufficient notice.

Termination for Convenience: CSNF or Contractor may terminate this agreement upon thirty (30) days written notice to the other party. In the event of a termination for convenience, CSNF shall be responsible for any outstanding allowable costs incurred up through the date of receipt of the termination notice. The Contractor shall be responsible for their obligations up through the date of receipt of notice of termination.

Termination for Cause: CSNF may terminate immediately the whole or any part of this Contract if the Contractor fails to provide proper services as determined by CSNF, or if the participant is failing to make adequate progress in the Contractor's program. If, through any cause, the Contractor fails to fulfill the obligations under this Agreement, or if the Contractor violates any covenants or stipulations of this Agreement, CSNF shall thereupon have the right to terminate this Agreement by

giving written notice to the Contractor of such termination. The Contractor shall be entitled to receive payment only for approved costs incurred prior to the effective date of the termination.

Termination for Non-Performance: Failure to comply with any of the terms and conditions of this Contract shall constitute grounds for termination. This Contract may be terminated for non-performance for either the Contractor or CSNF, or following written notice to the other party. Such notice must be posted by the other party, and must be posted by the other party, and must be posted by certified mail/return receipt requested, and must specify and document the reason (s) for termination.

Americans with Disabilities Act of 1992: The Contractor shall ensure compliance with the Americans with Disabilities Act of 1992 which prohibits discrimination on the basis of a disability and promotes the integration of reasonable accommodations as a responsibility.

Provision against Assignment: The Contractor shall not assign or subcontract any interest in the Agreement without prior written consent of CSNF.

Non-Discrimination: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, creed, disability, veteran status, or political affiliation. The Contractor agrees to comply with Public Law 97 300, Title VI and VII of the Civil Rights Act of 1964, as amended; Age Discrimination Act of 1975, as amended; Section 504 of the Rehabilitation Act of 1973 as amended by the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, as amended; Workforce Investment Act of 1998 (WIA) 29 CFR 37, including the Nontraditional Employment for Women Act of 1991; and the Florida's Human Rights Act of 1977; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37.

As specified in the Sarbanes-Oxley Act of 2002 and Section 1553, Federal Acquisition Regulation Case 2009-012, ARRA: It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC). It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).

Debarment, Suspension, Ineligibility and Voluntary Exclusion: Contractor certifies that neither it nor its principals are presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Political, Sectarian and Lobbying Activity Prohibited: None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used in the performance of this contract for any partisan political activity, or to further the election or defeat of any candidate for public office. None of the funds provided under this agreement shall be used for publicity for lobbying and/or

propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Florida.

Disputes: All disputes shall be resolved informally between the Contractor and CSNF. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor (employer) to resolve disputes with Employees. If the Contractor has no internal grievance procedures, or if the dispute remains unresolved, the parties agree to participate in and be bound by the determinations resulting from CSNF grievance and complaint procedures.

Modifications: This Agreement may be modified at any time by execution of a written signed modification by both parties.

Monitoring and Audits: The Contractor agrees that CSNF and/or authorized local, State and Federal representatives have the right to monitor, audit, and review the progress of training and any documents and records pertaining to training for compliance with the terms of this contract.

Attachment C. General Assurances

We understand and agree that this proposal is not a contract and does not obligate CSNF to pay for costs incurred in the preparation of this proposal or costs incurred prior to the execution of a written contract or prior.

We understand and agree that the contract provisions may vary from the provisions set forth in this request, when deemed necessary by CSNF, however, we agree to abide by the contract provisions contained in the proposed contract.

We understand and agree that CSNF may utilize information provided outside of this request in evaluating this proposal.

We understand and agree that we may be subject to an on-site review and must be able and willing to provide documentation of information in the proposal at the request of CSNF prior to execution of a contract.

We understand and agree that CSNF has the right to reject any and all proposals and negotiate outside of the terms of this proposal.

We understand and agree that CSNF is not required to select the lowest cost proposal.

We understand and agree that any material misrepresentation or deliberate omission of a fact in this proposal may be justification for rejection of the proposal.

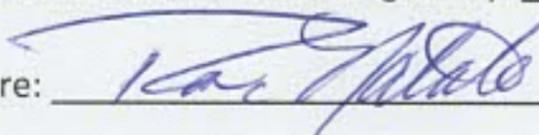
We understand and agree to abide by all federal, State and local laws, policies and regulations governing the Workforce Innovation and Opportunity Act (WIOA), as amended, and those additional rules which may be promulgated subsequent to the execution of a contract.

We understand and agree that we may be subject to a monitoring review or audit by the U.S. Department of Labor, Department of Economic Opportunity, Office of Inspector General, or CSNF. We also understand that we may be required to provide a copy of the most recent audit as part of the contracting process.

We understand and agree to submit this proposal in a good faith effort to provide services as outlined in this "RFP" issued by CSNF.

Name of Proposer: Educational Management and Services FL, LLC.

Name and Title of Authorized Signatory: Dr. Ron Natale, President

Signature: 

Date: February 3, 2021

Attachment D. Certification of Respondent

I hereby certify that the information contained in this proposal and all attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of CSNF has assisted in the preparation of this proposal. I acknowledge that I have read and understood the requirements and provisions of the request for proposal and that this organization will comply with all pertinent regulations, board policies, and other applicable local, state and federal regulations and directives in the implementation of these services. I certify that I have read and understand the terms and conditions of this RFP and will comply.

I, Ron Natale, certify that I am the President
(Typed name) (Title)

of the corporation, partnership, or sole proprietorship, or other eligible entity named as a proposer and Respondent herein and that I am legally authorized to sign this proposal and submit it to the Workforce Board on behalf of said organization by authority of its governing body.

Person Authorized to sign for the organization:

Signature: *Ronald Natale*

Typed Name: Ronald Natale

Typed Title: President

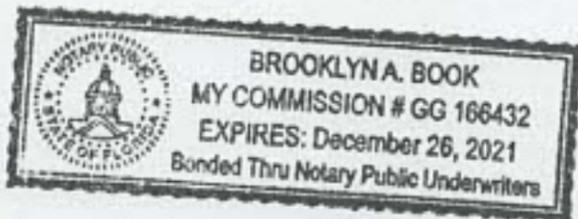
Date: February 3, 2021

Subscribed and sworn to before me on this 3 day of Feb, 2021 in
(State) FL, (city) Lake City, (county) Columbia.

Notary Public in and for Columbia County.

State of Florida. Commission expires: 12/26/21

Brooklyn A Book
[SEAL]



Attachment E. Certification Regarding Debarment and Suspension

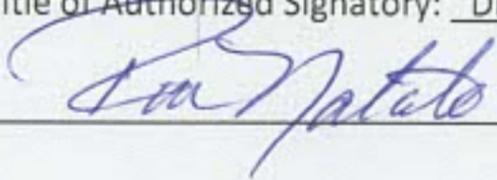
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's Responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any statements in this certification, such prospective participants will attach an explanation to this proposal.

Name of Proposer: Educational Management and Services FL, LLC.

Name and Title of Authorized Signatory: Dr. Ron Natale, President

Signature: 

Date: February 3, 2021

Attachment F. Certification Regarding Conflict of Interest

By signature of this proposal, Proposer affirms that:

- (1) No manager, employee or paid consultant of the Proposer is a member of the Workforce Board;
- (2) No manager or paid consultant of the Proposer is a spouse to a member of the Workforce Board or Staff of the Workforce Board;
- (3) No member of Workforce Board or employee of the Workforce Board owns or controls more than a 10 percent interest in the Proposer's business;
- (4) No spouse of a member of the Workforce Board or employee of the Workforce Board is a manager or paid consultant of the Proposer;
- (5) No member of the Workforce Board, or employee of the Workforce Board receives compensation from Proposer for lobbying activities;
- (6) Proposer has disclosed within the Proposal any interest, fact or circumstance that does or may present a potential conflict of interest;
- (7) Should proposer fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Proposer will not be entitled to the recovery of any costs or expenses incurred in relation to any contract with the Workforce Board and will immediately refund to the Workforce Board any fees or expenses that may have been paid under the contract and will further be liable for any other costs incurred or damages sustained by Workforce Board relating to that contract;
- (8) Proposer will comply with the standards of conduct stated in WIOA Public Law 113-128 Section 101(f) - State Board Conflict of Interest & Section 107(h) - Local Board Conflict of Interest.

Name of Proposer: Educational Management and Services FL, LLC.

Name and Title of Authorized Signatory: Dr. Ron Natale, President

Signature: 

Date: February 3, 2021

Attachment H. Certification Regarding Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

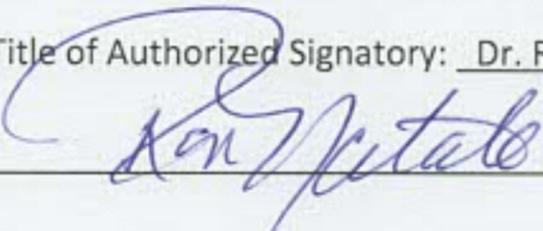
No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant 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 employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned Will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all times (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all Sub-recipients will certify and disclose accordingly.

Name of Proposer: Educational Management and Services FL, LLC.

Name and Title of Authorized Signatory: Dr. Ron Natale, President

Signature: 

Date: February 3, 2021

**SWORN STATEMENT UNDER SECTION 287/133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida

COUNTY OF Madison

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

1. The business address of Educational Management Services
(Contractor) is 231 SW Red Maple Way, Lake City, FL 32024
2. My relationship to (Contractor) is Partner/President
(relationship such as sole proprietor, partner, president, vice president).
3. I understand a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
5. I understand "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public-entity crime, or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida

during the preceding 36 months.

6. Neither the Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Contractor nor any affiliate of the Contractor has been convicted of a public entity crime subsequent to July 1, 1992.

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

7. ~~There has been a conviction of a public entity crime by the Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Contractor who is active in the management of the Contractor or an affiliate of the Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vender list. The name of the convicted person _____ or _____ affiliate _____ is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement.~~

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

Francis M. [Signature]
Signature/Date

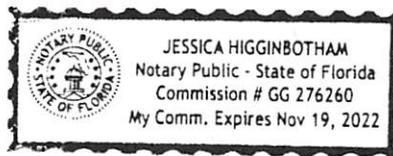
07/14/2021

Sworn to and subscribed before me in the state and county first mentioned above on the 14 day of July, 2021.

[Signature]
Notary Public

(affix seal)

11/19/2022
My Commission Expires



Attachment I. Certification of Non-Discrimination & Equal Opportunity

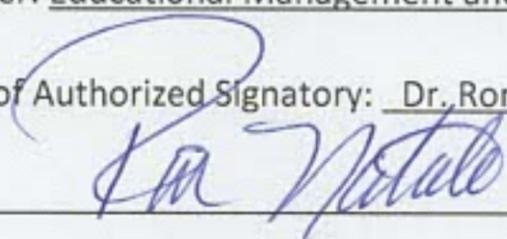
If awarded funding, Contractors must conduct all programs and services in accordance with provisions of the following laws:

- Titles VI and VII of the Civil Rights Act of 1964, as amended;
- Titles VIII of the Civil Rights Act of 1968, the Fair Housing Act as amended;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- Title IX of the Education Amendments of 1972, as amended;
- Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as related to Minimum wage and maximum work hours;
- The Age Discrimination Act of 1975, as amended;
- Drug Abuse Office & Treatment Act of 1972, as amended
- Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended
- Public Health Service Act of 1912, Section 523 & 527, as amended
- Americans with Disabilities Act, as amended;
- The Women in Apprenticeship and Non-Traditional Occupations Act, as amended;
- § 29 CFR 37.4 - Implementation of the Nondiscrimination And Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act (WIOA)
- § 29 CFR 37.20 - Implementation of the Nondiscrimination And Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act (WIOA)
- Public Law 105-220, Workforce Innovation and Opportunity Act (WIOA)
- 20 CFR Part 652 et al (Workforce Innovation and Opportunity Act, Final Rules)
- Section 188 of the Workforce Innovation and Opportunity Act (WIOA); and
- Contractors may not deny services under any grant to any person and are prohibited from discrimination against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief, citizenship or his or her participation in any WIOA or other financially assisted program and/or activity.

Applicant's signature below indicates organization is agreeing to comply fully with the assurance and certifications as part of its responsibilities as a successful contractor.

Name of Proposer: Educational Management and Services FL, LLC.

Name and Title of Authorized Signatory: Dr. Ron Natale, President

Signature: 

Date: February 3, 2021

Attachment J. Clean Air and Federal Water Pollution Control Act Certification

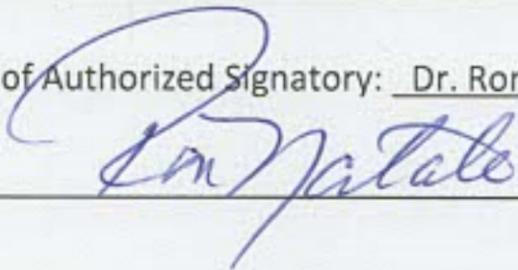
Contractors with contracts exceeding \$150,000 must conduct all programs and services in accordance with the following:

Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387).

Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Name of Proposer: Educational Management and Services FL, LLC.

Name and Title of Authorized Signatory: Dr. Ron Natale, President

Signature: 

Date: February 3, 2021

Attachment G. Certification Regarding Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an on-going drug-free awareness program to inform employees to include:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance programs;
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; and
- (5) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (A);

C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;

D. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (C)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title to the Executive Director of CareerSource North Florida. Notice will include the identification number(s) of each affected grant.

E. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee(s) to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D) (E) and (F).

G. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

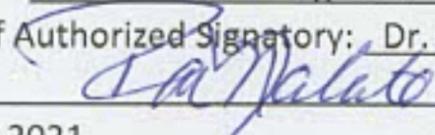
Place of Performance (street address, city, county, state, zip code)

231 SW Red Maple Way, Lake City Columbia, FL 32024

Check here , if there are work places on file that are not identified in this certification.

Name of Proposer: Educational Management and Services FL, LLC.

Name and Title of Authorized Signatory: Dr. Ron Natale, President

Signature: 

Date: February 3, 2021

SIGNATURE PAGE

The signing parties hereto have caused this Agreement to be executed by their duly authorized representatives. The signing parties agree to comply with all the terms and provisions of this agreement, including any and all attachments. This agreement will remain in effect unless terminated in writing by representatives of CSNF or Educational Management and Services.

Approved for CareerSource North Florida

Approved for Educational Management and Services

Signed: 

Signed: 

Name: Daniel Collins

Name: Dr. Ron Natale

Title: Board Vice Chair

Title: Owner/President

Date: 5/20/21

Date: 5/12/2021

TERM:

The term of this Agreement begins upon the execution of this Agreement by all parties but no earlier than JULY 1, 2021 and ends June 30, 2022. CSNF reserves the right to engage Contractor in other aspects related to the scope of work contained in this contract, pending negotiations acceptable to both CSNF and Contractor. This contract is renewable for a period of three additional program years with final contract renewal ending June 30, 2025. This contract may be renewed annually at the discretion of CSNF and Educational Management and Services.

Authorized extensions

2022-23

CareerSource North Florida



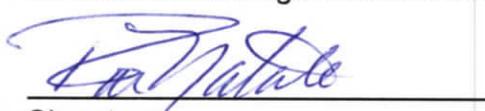
Signature

Diene Herd

Printed Name

Date

Educational Management and Services



Signature

Ron Natale

Printed Name

Date

7/12/2023

2023-24

CareerSource North Florida



Signature

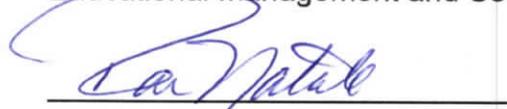
Diene Herd

Printed Name

Date

6.28.23

Educational Management and Services



Signature

Ron Natale

Printed Name

Date

7/12/2023

2024-25
CareerSource North Florida

Signature

Printed Name

Date

Educational Management and Services

Signature

Printed Name

Date

ATTACHMENT A: SCOPE OF WORK

As the One-Stop Operator (OSO), Educational Management and Services (EMS) will physically monitor CSNF One-Stops to ensure compliance with state and federal legislation, guidance, and other requirements. This includes, but is not limited to resource room requirements, State and Federal required posting, operating hours, staff development requirements (certifications and CEU's) and activities provided by the Career Center. EMS will also ensure American with Disability Act (ADA) and Equal Employment Opportunity (EEO) compliance by inspecting the One-Stops and activities. Additionally, the EMS will ensure all MOU's involving the One-Stop are upheld and information on all required partners are prominently displayed.

Coordination with Partners

The One-Stop Operator will coordinate service delivery with the required One-Stop Partners and other identified partners in the CSNF service area. This includes maintaining, auditing, reconciling, and updating Memorandum(s) of Understanding (MOU) and the Infrastructure Funding Agreement (IFA). Partner Council Meetings should be conducted at least quarterly, as well as partner-staff orientations twice per year. Coordination will also include meeting one-on-one with partners, attending meetings of the partners, creating and disseminating surveys, and responding to surveys or other requests from partners.

Career Center Oversight

The One-Stop Operator will ensure CSNF's Comprehensive Career Center is in compliance with state and federal legislation and other guiding documents. Additionally, the Operator will write, review, and implement (with the assistance of CSNF staff) procedures for the Career Center. This should include not only a customer-centered focus but should also include Sector Strategy Customer Experience.

Reporting

CSNF will work with the Operator to establish how information will be communicated to the Board and to CSNF Staff. This will include but not be limited to checklists, tools, meeting notes, recommendations, drafted/redlined documents, survey results, and narrative reports. CSNF expects, at least, for reports to be submitted prior to quarterly invoice in order to document activity and outcomes.

ATTACHMENT B: BUDGET AND INVOICE TABLE

Specifications	Not to Exceed
May be billed monthly, but quarterly totals must not exceed \$4,000 per quarter.	\$16,000/annually

QTR1 July-Sept 2021	<ul style="list-style-type: none"> • Provide a completed One-Stop Credentialing Tool • Review MOU's and make contact with all entities • Initial Report of Coordination with Required Partners (template to be developed with CSNF staff) • Special project regarding One-Stop Required Partners (Meeting, Data Gathering, Staff Training, etc. as developed with CSNF) • Submit report(s) by October 20, 2021 	\$4,000
QTR2 Oct-Dec 2021	<ul style="list-style-type: none"> • Provide report regarding CSNF's compliance with Department of Economic Opportunity's Administrative Policies 2.05 and 2.06 (template to be developed with CSNF staff) and provide related monitoring tools • Conduct research and provide Report of Coordination with Required Partners • Special project regarding One-Stop Required Partners (Meeting, Data Gathering, Staff Training, etc. as developed with CSNF) • Submit report(s) by January 20, 2021 	\$4,000
QTR3 Jan-Mar 2022	<ul style="list-style-type: none"> • Provide a completed One-Stop Credentialing Tool • Report of Coordination with Required Partners • Special project regarding One-Stop Required Partners (Meeting, Data Gathering, Staff Training, etc as developed with CSNF) • Submit report(s) by April 20, 2022 	\$4,000
QTR4 Apr-Jun 2022	<ul style="list-style-type: none"> • Provide report regarding CSNF's compliance with Department of Economic Opportunity's Administrative Policies 2.05 and 2.06 (template to be developed with CSNF staff) and provide related monitoring tools • Conduct research and provide Report of Coordination with Required Partners • Special project regarding One-Stop Required Partners (Meeting, Data Gathering, Staff Training, etc. as developed with CSNF) • Participate in evaluation of service and potential contract extension • Submit report(s) by July 20, 2022 	\$4,000

Specific formatting and content of reports and other deliverables will be agreed upon.

2 CFR Appendix II to Part 200

it is the contractors responsibility to review and comply with each provision that is required based on contract amount, type, and scope of work.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address **administrative, contractual, or legal remedies** in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

In instances where Contractors/sub-grantees violate or breach modified agreement terms, the Board will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

(B) All contracts in excess of \$10,000 must address **termination** for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

This agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 60 days prior written notice to the other party. Written notification of termination must be by registered mail, return receipt requested.
2. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
 - a. Contractor fails to provide any of the services it has contracted to provide; or
 - b. Contractor fails to comply with the provisions of this modified agreement; or
 - c. Such termination is in the best interest of the Board.

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the North Florida Workforce Development Board, Inc. Executive Committee, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this agreement is terminated for cause, Contractor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.

(C) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as

supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland "Anti-Kickback" Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) **Rights to Inventions Made Under a Contract or Agreement**. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) **Clean Air Act** (42 U.S.C. 7401-7671g.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) **Debarment and Suspension** (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award

Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this agreement is in excess of \$100,000, Contractor must, prior to the contract execution, complete the Certification Regarding Lobbying Form.

(J) **Procurement of recovered materials.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. § 200.323.

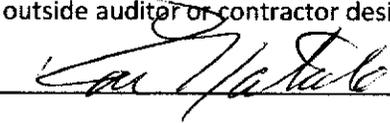
(K) **Prohibition on certain telecommunications and video surveillance services or equipment.** § 200.216

(L) **Domestic preferences for procurements.** § 200.322

Right to Audit. CareerSource North Florida requires a "Right to Audit" clause in all contracts between CSNFs and contractors that either:

1. Take any form of temporary possession of assets directed for CSNF, or
2. Process data that will be used in any financial function of CSNF.

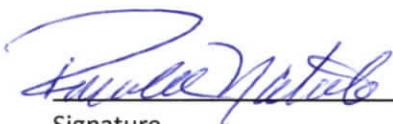
This Right to Audit clause shall permit access to, and review of, all documentation and processes relating to the contractor's/vendor's operations that apply to CareerSource North Florida, as well as all documents maintained or processed on behalf of CareerSource North Florida, for a period of three years. The clause shall state that such audit procedures may be performed by CareerSource North Florida employees or any outside auditor or contractor designated by CSNF.

Signature of Contractor: 

Date: 4/12/2023

Sub-recipients of Federal Grants must agree to the following:

- **Salary and Bonus Limitations** Pursuant to P.L. 117-103, Division H, Title I, Section 105, award recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website. See ETA's TEGL No. 5-06 for further guidance.
- **Terms and conditions concerning closeout of the subaward** CareerSource North Florida and all subrecipients shall liquidate all obligations incurred under the grant or contract within 90 days of the end of the grant or contract agreement. All reports must be submitted to CSNF and corresponding payment made within 45 days of the end of contract. Additionally, the subrecipient must promptly refund any balances of unobligated cash that CSNF may have paid in advance or paid and that are not authorized to be retained by the non-Federal entity for use in other projects. (OMB Circular A-129 and [§ 200.346](#)). CSNF will make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received, if necessary. The subrecipient must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with [§§ 200.310 through 200.316](#) and [200.330](#).
- **Trafficking Victims Protection Act of 2000** The Sub-recipient will comply with the provisions in the Trafficking Victims Protection Act of 2000 (2 CFR 175) as amended.
- **Veterans Priority of Service Provisions** The Sub-recipient will comply with the Veterans Priority of Service Provisions, 20 CFR 1010, implementing priority of service in qualified job training programs for covered persons. ETA's TEGL No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL.
- **Equal Treatment for Faith-Based Organizations** The Sub-recipient will comply with the regulations identified in 29 CFR 2, Subpart D. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation.
- **Public Announcements and Advertising** Pursuant to P.L. 117-103, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state 1. The percentage of the total costs of the program or project which will be financed with Federal money; 2. The dollar amount of Federal funds for the project or program; and 3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- **2 CFR 200** The Sub-recipient will comply with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles and Subpart F, Audit Requirements for Federal Awards.


Signature


Date



Title 2 – Subtitle A – Chapter II – Part 200 – Subpart D - § 200.332: Requirements for pass-through entities.	
(a) The following sub-award information is provided by CareerSource North Florida, the Pass-Through Entity, to Educational Management and Services, the Sub-Recipient. If/when any of these data elements changes, the change(s) will (also) be included in any subsequent sub-award modification(s).	
(1) Federal Award Identification.	
<ul style="list-style-type: none"> Sub-Recipient name (which must match the name associated with its unique entity identifier) 	Educational Management and Services
<ul style="list-style-type: none"> Sub-Recipient's unique entity identifier 	59-3649555
<ul style="list-style-type: none"> Federal Award Identification Number (FAIN) 	AA-34762-20-55-A-12
<ul style="list-style-type: none"> Federal Award Date 	PY2020/FY2021
<ul style="list-style-type: none"> Sub-Award Period of Performance: start/end dates 	July 1, 2021 – June 30, 2022
<ul style="list-style-type: none"> Sub-Award Budget Period: start/end dates 	July 1, 2021 – June 30, 2022
<ul style="list-style-type: none"> Amount of Federal funds obligated by this action to the Sub-Recipient 	\$16,000
<ul style="list-style-type: none"> Total amount of Federal funds obligated to the Sub-Recipient including the current obligation 	\$16,000
<ul style="list-style-type: none"> Total amount of Federal Award committed to the Sub-Recipient 	\$16,000
<ul style="list-style-type: none"> Federal award project description 	EMS will provide OSO services to North Florida Workforce Development Board, Inc as outlined and agreed to in the attached contract.
<ul style="list-style-type: none"> Name of Federal awarding agency Pass-through entity, and Contact information for awarding official 	<u>Federal awarding agency:</u> For WIOA: U. S. Dept. of Labor through State of Florida, Dept. of Economic Opportunity For TANF: U. S. Dept. of Health and Human Services through State of Florida, Dept. of Economic Opportunity <u>Pass Through Entity:</u> CareerSource North Florida <u>Contact information:</u> Diane Head Diane.head@careersourcenorthflorida.com 850-973-2672
<ul style="list-style-type: none"> Assistance Listing number and Title; dollar amount made available under each Federal Award and Assistance Listing 	WIOA Formula Adult 17.258 WIOA Formula Dislocated Worker 17.278
<ul style="list-style-type: none"> Is this sub-award for R&D? 	No
<ul style="list-style-type: none"> Indirect cost rate for the Federal award (or de minimis rate) 	Not Applicable

705 E. Base Street | Madison, FL 32340

careersourcenorthflorida.com

p: 866.367.4758





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<ul style="list-style-type: none"> Sub-Recipient’s unique entity identifier 	59-3649555
<ul style="list-style-type: none"> Federal Award Identification Number (FAIN) 	AA-36313-21-55-A-12
<ul style="list-style-type: none"> Federal Award Date 	PY2021/FY2022
<ul style="list-style-type: none"> Sub-Award Period of Performance: start/end dates 	July 1, 2022 – June 30, 2023
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<ul style="list-style-type: none"> Federal Award Date 	PY2022/FY2023
<ul style="list-style-type: none"> Sub-Award Period of Performance: start/end dates 	July 1, 2023 – June 30, 2024
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