



CONTRACT FOR SERVICES

This Contract is between the **CareerSource Chipola.**, hereinafter referred to as "CSC", whose address is 4636 Highway 90 East, Suite K, Marianna, Florida and **Jackson County School Board**, hereinafter referred to as "Service Provider", the address of which is 293 Jefferson Street, Marianna, Florida, for the express purpose of provision of services pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014, the Workforce Innovation Act of 2000, and any other programs administered by CareerSource Chipola and funded within this Contract.

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

ARTICLE I. SCOPE OF SERVICES

The Service Provider, in a satisfactory and proper manner as determined by the CSC, shall carry out all activities as agreed upon in this Contract for Services. Such activities shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of the Service Provider. The purpose of this Contract is to fully implement the Memorandum of Understanding (MOU) signed on June 18, 2019, by CSC, the Service Provider, and Tri-County Community Council. Whereas the MOU outlined areas of performance to be supported by CSC, this agreement provides the mechanism by which the Service Provider may bill for expenses previously agreed upon in the MOU as well as future expenses that benefit the agreed upon project.

ARTICLE II. PERIOD OF CONTRACT

This Contract is effective upon both parties signing and the Service Provider shall complete performance on or before June 30, 2021, unless this Contract is terminated as herein provided. In the event that the funds on which this contract is dependent are withdrawn, this contract may be terminated at CSC's option and CSC has no further liability to the Service Provider beyond that already incurred by the termination date and within the limits of unpaid funds that were not withdrawn.

ARTICLE III. TERMS OF CONTRACT

The total amount of funds in this Contract is \$ 225,000. It is understood that these funds will be used to fund teaching and support staff for the building construction trades special project operated by the Jackson County School Board. Teaching and support staff shall be limited to one instructor and one teaching assistant. With prior written approval of CareerSource Chipola funds may also be used for instructional materials, supplies, program outreach and other expenses necessary to carry out the goals and objectives of the program.

ARTICLE IV. INDEMNIFICATION

The Service Provider is an independent Service Provider and shall carry out and execute its duties and responsibilities under this Contract as an independent Service Provider. In discharging such duties and responsibilities, Service Provider shall exercise due and responsible care and shall comply with all assurances contained herein. The Service Provider agrees to defend, indemnify, and hold CSC, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of performance or non-performance of this Contract and any claim whatsoever arising out of the contractual relationship.

ARTICLE V. CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBERS

- A. The CFDA Numbers for Workforce Innovation and Opportunity Act are as follows:
Adults: 17.258
Youth: 17.259
Dislocated Worker: 17.278
- B. The CFDA Number for WT Program/TANF is: 93.558
C. The CFDA Number for Wagner Peyser is: 17.207
D. The CFDA Number for DVOP is: 17.801
E. The CFDA Number for LVER is: 17.804
F. The CFDA Number of UC is: 17.225
G. The CFDA Number for FSET is: 10.551
H. The CFDA Number for REA is: 17.225

ARTICLE VI. PAYMENT & PERFORMANCE

This is a reimbursement and performance-based contract. All performance should be completed and invoices submitted to CSC by June 30, 2021. The amount listed for each item reflects the amount that will be available to be paid to the Service Provider upon verification by the Contractor that the deliverable has been completed.

Deliverable 1: Value: \$125,000

Required Items: Hiring of primary instructor. Notification to CSC of hiring and a statement with each subsequent invoice stating the instructor was still employed for the billing period.

Deliverable 2: Value: \$100,000

Required Items: Hiring of teaching assist. Notification to CSC of hiring and a statement with each subsequent invoice stating the teaching assistant was still employed for the billing period.

Any item other than reimbursement of instructional salary payment will require written prior approval of the CSC, documentation of the expense, and documentation the primary instructor was employed at the time the expense was incurred.

For any billing after January 31, 2020 the Service Provider shall include a list of students enrolled in the program. All students enrolling in the program shall be made available to

CSC for the purpose of possible enrollment in additional job training programs funded by CSC.

ARTICLE VII. AUDITS

a. Non-Profit, Governmental and Education Entities

If this award is made to a non-profit, governmental or institution of higher education, and if this Service Provider receives \$750,000 or more in a fiscal year in federal financial assistance to operate a federal program, the federal cost principles and audit requirements of 2 CFR 200 shall be adhered to. The Service Provider shall provide for a program specific independent financial and compliance audit conducted and prepared in accordance with generally accepted government auditing standards.

b. Commercial Organizations

If this award is made to a for-profit commercial organization, and if this Service Provider receives \$750,000 or more in a fiscal year in federal financial assistance to operate a federal program, the Service Provider shall provide for a Single Audit or program specific independent financial and compliance audit conducted and prepared in accordance with generally accepted government auditing standards.

c. Audit and Monitoring Reports

- 1) Service Provider shall submit a copy of their independent audit report within thirty (30) calendar days after its receipt and not later than nine (9) months after the end date of this Contract.
- 2) If an official audit or monitoring report identifies unacceptable accounting practices and/or records management, CSC reserves the right to withhold any or all reimbursement from the Service Provider until such time as the accounting practices and/or records management are improved to the satisfaction of CSC.
- 3) The Service Provider will implement a system for monitoring fiscal, participant and program activities for compliance with this Contract. The Service Provider will maintain documentation to verify completion of monitoring activities.
- 4) The Service Provider will respond in writing to monitoring reports and requests for corrective action plans in the allotted timeframe after receipt of the monitoring report from CSC.

ARTICLE VIII. RECORD KEEPING

The Service Provider will be responsible for maintaining all financial records, supporting documents and any other documents (including electronic storage media) pertinent to this contract for a period of three (3) years from the date of the final payment of this Contract, or until all audits are complete and findings on all claims have finally been resolved, whichever is longer.

The Service Provider will cooperate with CSC to facilitate the duplication and/or transfer of any said records or documents during the required retention period. If the Service Provider is unable to retain the records for the required period, the Service Provider will notify CSC in writing and request instruction. The Service Provider shall not dispose of any records without the prior written consent of CSC.

ARTICLE IX. MODIFICATION, AMENDMENT, TERMINATION OF CONTRACT

- A. This Contract may not be modified, amended, canceled, extended, or assigned orally without the express written consent of the CSC board or Executive Director of CSC. All modifications, amendments, cancellations, extensions, or assignments must be reduced to writing and incorporated into an amendment hereto.
- B. This Contract is subject to termination by CSC on thirty (30) days advance notice to the Service Provider at its address as hereinabove specified.
- C. Termination for Lack of Funds: In the event funds to finance this Contract are reduced, suspended, or terminated in whole or in part, the obligation of each party hereunder may be terminated upon no less than twenty-four hours' notice in writing by CSC to the Service Provider.
- D. Termination for Breach: Either party may terminate this Contract when it has determined that the other party has failed to provide any of the services specified herein in a timely or proper fashion, or has violated any stipulations of this Contract. If the Service Provider fails to perform, in whole or in part, or to make sufficient progress so as to endanger performance, CSC will notify the Service Provider of such unsatisfactory performance in writing. The Service Provider has thirty (30) working days from receipt of notice in which to respond with a plan agreeable to CSC to correct said deficiencies. Upon failure of Service Provider to respond within the appointed time or failure of Service Provider to respond with appropriate plans, CSC will serve a termination notice that shall become effective within fifteen (15) days after its issuance.

In the event of such termination, CSC shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by CSC within thirty (30) days of the termination date.

The Service Provider shall give CSC written notice of any perceived breach and it shall give CSC thirty (30) working days to cure any perceived breach under this Contract.

- E. Termination for Convenience: Performance under this Contract may be terminated by either party for convenience when it is in their best interest. Any termination for convenience will be preceded by written notice setting forth the effective date of said termination. The termination shall be effective ninety (90) days after the notice is issued and the Service Provider has ninety (90) days after the effective date to bill for payment. The Service Provider shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension.
- F. Termination (Other): Unearned payment under this Contract may be suspended or the Contract terminated upon the refusal by the Service Provider to accept or comply with any conditions that may be imposed by the United States Department of Labor, the Department of Economic Opportunity, Workforce Florida, the Governor, or CSC at any time.

The submittal of false information may be considered fraud and could result in the immediate termination of the Contract.

This Contract shall be interpreted under the laws of the State of Florida.

- G. CSC may extend the terms of this Contract by written notice to the Service Provider. CSC shall give the Service Provider a preliminary written notice of its intent to extend at least sixty (60) days before the Contract expires. The preliminary notice does not commit CSC to an extension.

If CSC exercises this option, the extended Contract shall be considered to include this option provision. The Contract may be renewed on a yearly basis for a period of up to two (2) years after the initial Contract specifying the terms under which the cost may change as determined in the RFP. Renewal shall be contingent upon satisfactory performance evaluations and the availability of funds. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed three (3) years.

ARTICLE X.

The Parties agree to comply with all provisions and perform all services as set forth in this Contract.

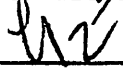
IN WITNESS WHEREFORE, the parties have executed this Contract for Services and in signing, thereby validating this Contract for Services, the parties also certify that each possesses legal authority to contractually bind their respective organizations in their capacity as a signatory official.

SIGNATURE SHEET

**APPROVED FOR CAREERSOURCE
CHIPOLA**

By: 
(Signature)

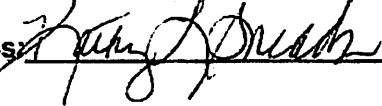
Name: Richard Williams
Title: Executive Director
Date: 11/7/2020

Witness: 

APPROVED FOR SERVICE PROVIDER


(Signature)

Name: Chris Johnson
Title: Board Chairman
Date: 12/17/19

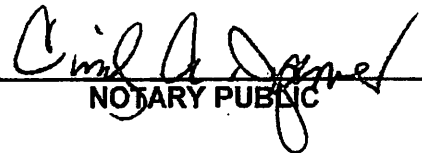
Witness: 

**THE SERVICE PROVIDER'S NOTARIZED SIGNATURE AND
STATEMENT OF AUTHORITY TO SIGN THIS DOCUMENT**

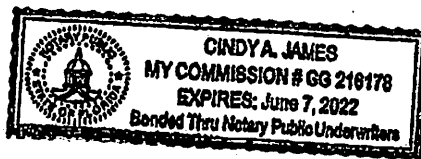
**STATE OF FLORIDA
COUNTY OF Jackson**

I hereby certify that on this date before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared Chris Johnson to me known as the person described as Board Chairman of Jackson Co School Bd of Florida who executed the foregoing instrument before me, and he/she acknowledged before me that he/she executed it in the name of and for that Operator, and that he/she has statutory authority or has legally been duly delegated the authority to bind this Operator.

WITNESS my hand and official seal in the county and state named above this 17 day of December, 2019.


NOTARY PUBLIC

My Commission Expires: _____



STATEMENT OF INSURANCE

Service Provider agrees to maintain in full force and effect policies of insurance providing liability coverage in amounts of \$1,000,000.00 per occurrence. This liability coverage will list the CareerSource Chipola as a third party recipient of the coverage in case of a claim. This insurance shall be maintained at all times during the course of the Contract for the entire period and the CareerSource Chipola must be given written notice by registered mail at least thirty (30) days in advance of any adverse modification or termination of any insurance. A copy of the liability policy and the fidelity bond will be furnished to the CareerSource Chipola.

Chris M. Johnson
Signature

12/17/19
Date

Chris Johnson, Board Chairman
Name / Title

CERTIFICATION REGARDING BREACH OF ETHICAL STANDARDS

There will be no conflict of interest permitted by the Service Provider's organization, officials, or employees, real or apparent, in the participation toward any performance of this Contract. During any performance of this Contract if there becomes an awareness of an actual or possible opposing interest, organizational or personal, that will or could affect the ability to be confidential, fair, and impartial, they will withdraw from further action in that course of performance. Documentation of a conflict of interest and the action taken will be documented by a Conflict of Interest/Disclosure and Action Statement and furnished to the CareerSource Chipola.

This Breach of Ethical Standards Certification is a material representation of action upon which reliance can be placed when this Contract is entered into.

Chris M. Johnson
Signature

12/17/19
Date

Chris Johnson, Chairman
Name / Title

CERTIFICATION REGARDING LOBBYING

The Service Provider certifies, to the best of its knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Service Provider, 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 contract, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant loan or cooperative contract.
- b. 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 contract, grant loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all sub-recipients 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. This Certification is a prerequisite for making or entering into this Contract imposed by the Byrd Anti-Lobbying Act (Section 1352, Title 31, U.S.C.). Any person or organization that fails to sign 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.

Chris M. Johnson
Signature

12/17/19
Date

Chris Johnson, Chairman
Name / Title

BONDING STATEMENT

Arrangements have been made for the bonding of every officer, director, agent, or employee of the Service Provider's agency who is authorized to act on behalf of the Service Provider for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs to provide protection against loss.

Under policy number AK1001619 with Arthur J. Gallagher - Lloyd's Syndicate 2987 we are bonded for July 1, 2019 until June 30, 2020.

Chris M. Johnson
Signature

12/17/19
Date

Chris Johnson, Chairman
Name / Title

Certification Regarding Debarment, Suspension and Other Responsibility Matters

When applicable, as required by the regulation implementing Executive Order 12549 and 12689, Debarment and Suspension, 29 CFR 98, the Service Provider must not be presently nor previously within a three-year period preceding the effective date of this Contract, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

- 1) The Service Provider certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
 - b. Have not within a three year period preceding this Contract been convicted or had a civil judgment rendered against it 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;
 - c. 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 the previous paragraph; and
 - d. Have not within a three year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

- 2) Where the prospective primary participant is unable to certify to any of the statements in this Certification, such prospective participant shall submit an explanation to CSC.

Chris M. Johnson
Signature

12/17/19
Date

Chris Johnson, Chairman
Name / Title

Sworn Statement of Public Entity Crimes (Pursuant to Section 287.133(3)(a))

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CSC by Chris Johnson, Chairman (Name & Title) on the behalf of Talton County School Board (Name of entity submitting sworn statement) whose business address is 2403 Tubular Street, Marianna, FL and (if applicable) its Federal Employer Identification Number (FEIN) is 54-600680 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means 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 result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

2. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
3. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
4. Based on information and belief, the applicable statement which I have marked below is true in relation to the entity submitting this sworn statement.

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989; however, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. Attached is a copy of the final order.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, OR THROUGH THE END OF THE CONTRACT FOR WHICH IT IS BEING SIGNED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Chris M. Johnson
Signature

12/17/19
Date

STATE OF Florida

COUNTY OF Jackson

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Chris Johnson
(name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on this 17 day of December 2019.

NOTARY PUBLIC: Cindy A. James
My Commission Expires: _____
Affix Notary stamp:



Certification Regarding Drug-Free Workplace Requirements

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F, the Service Provider attests and certifies that it will provide a drug-free workplace by the following actions.

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Service Provider's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The 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.
- c. 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.
- d. Notify the employee in the statement required by paragraph 1 that, as a condition of employment under the Contract, 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 (5) calendar days after such conviction.
 - 3) Notify the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Service Provider will provide such notice of convicted employees, including position and title, to the Board's Administrative Entity on whose activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract/Grant.
 - 4) Take one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
- e. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
- f. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
- g. Make a good faith effort to continue to maintain a drug- free workplace through implementation of this entire certification.

Chris M. Johnson
Signature

12/17/19
Date

Chris Johnson, Chairman
Name / Title

ASSURANCES

1. The Service Provider assures that all activities under this Contract shall be conducted in conformance with the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovation Act of 2000 (Title XXI Chapter 445, Florida Law) and subsequent amendments, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder; all applicable Federal, State and local laws, regulations, directives, policies and instructions as they pertain to this Contract which are in effect at the inception of this Contract or as may be promulgated or amended during its life; and other laws, ordinances, regulations and licensing requirements including state and federal safety, health, and personal protective equipment requirements. When determining applicability, all programs and activities funded, or otherwise financially assisted, in whole or part, under the Welfare Transition Program are considered to be programs and activities receiving federal financial assistance.
2. The Service Provider shall be liable to CSC for any unauthorized costs expended in the operation of the program and for any disallowed costs incurred as a result of the Service Provider expending funds not authorized under this Contract or in violation of the appropriate Federal or State statutes, regulations or guidelines. Any funds requested for reimbursement by the Service Provider which are determined by CSC, the Governor or CareerSource Florida to be in violation of appropriate Federal and State statutes, regulations or guidelines shall be refunded and repaid to CSC by the Service Provider. If this Contract or Amendments thereto are still in effect, these monies shall be withheld by CSC from any allowable reimbursement request of the Service Provider.

The Service Provider agrees to promptly repay CSC any amount previously paid to the Service Provider by CSC that is determined by final audit to be an unallowable cost or expenditure.

3. The Service Provider shall maintain sufficient financial records to allow costs to be properly charged to the appropriate cost categories. The Service Provider shall maintain proper accounts and an accurate verification of participant statistics.
4. The Service Provider understands that modification and/or revisions to the financial and/or program aspects of this Contract may be required as a result of changes in CSC's funding allocations. The Service Provider understands and agrees that if either party desires to change or modify this Contract, the proposed changes shall be written documents executed by both parties. The Service Provider understands that the written proposed changes shall be negotiated and that the Contract shall become a written signed modification to the original Contract. The Service Provider further understands that CSC may amend the Contract to conform to those changes in any Federal or State Statute, regulation, Procedural Instruction, or Executive Order relevant to this Contract or any amendment hereto.
5. The Service Provider shall be responsible for implementing procedures and internal financial controls governing the management and utilization of the funds provided under this Contract. The Service Provider shall maintain its books, records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by CSC under this Contract. The Service Provider shall track costs in sufficient detail to determine compliance with applicable laws and regulations and to ensure that the funds have been lawfully spent. All expenditures must be in accordance with the applicable OMB Cost Principles. The Service Provider shall maintain separate accounting records for funds received and expended under this Contract.
6. All purchasing of goods and services must be in compliance with CSC procurement guidelines or the Contractor's procurement policy, if the Contractor's policy is approved in advance. Records must be maintained to document procurement efforts to comply with this requirement.

5. The use of contract funds to purchase equipment, as defined by 2 CFR 200, is prohibited without prior written approval of CSC. The Service Provider shall maintain an up-to-date inventory of all property purchased under this Contract. All such property shall be returned to CSC, unless otherwise authorized in writing by CSC. No such property shall be disposed of without written authorization from CSC.
6. The Service Provider shall establish and maintain an auditable accounting system and report on an accrual basis in accordance with recognized accounting practices and CSC's requirements for fiscal and program reports. This includes establishing record keeping systems that are sufficient to permit the preparation of reports required by the State of Florida and CSC, and to permit the tracing of funds to a level of expenditure adequate to insure that the funds have not been spent unlawfully.
7. The Service Provider who is a public or private non-profit agency assures that revenue in excess of costs shall be treated as program income. Accordingly, these funds may be retained by the Service Provider to underwrite additional training or training related services pursuant to the project or program that generated them. Funds not spent during the Contract period shall be returned to CSC within thirty (30) days of the expiration date of the Contract.
8. The Service Provider agrees to comply with OMB Circular 2 CFR 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
11. The Service Provider shall implement administrative controls to identify participant training costs that are supported by other federal (DOL, Pell Grants, VA, etc.) state or local programs to ensure that costs are not being duplicated. Coordination and sharing of costs is strongly recommended. The education institutions financial aid officer is to report the specific amount and description of financial aid awarded to each WIOA participant after enrollment and this information must be documented in the participant's file.
12. The Service Provider assures that clarification will be sought from CSC on any policy, law, rule or regulation/directive that is not clearly understood prior to adopting any practice or procedure.
13. The Service Provider understands that CSC will give the Service Provider thirty (30) days to take corrective action should it be determined that there is a violation of the law. If corrective action is not taken by the Service Provider, funding will be withheld or revoked.
9. The Service Provider understands that evaluations of participant progress during training will be documented in a timely manner not less than monthly in the participant's file.
10. The Service Provider agrees that conditions of employment or training shall be appropriate and reasonable with regard to the type of work, geographical region, and skills of the participant. No participant will be trained or receive services in buildings or surroundings which are unsanitary or dangerous.
11. The Service Provider assures that work-based training participants will be provided the same working benefits at the same level as other employees similarly employed.
12. The Service Provider assures that to the extent that a State Workers' Compensation Law is applicable, workers' compensation benefits in accordance with such law shall be provided and paid for by the Service Provider. To the extent that such law is not applicable, each recipient of funds under WIOA and the Welfare Transition Program regulations shall secure insurance coverage for injuries suffered by such participants.
13. The Service Provider understands that CSC shall assume no liability with respect to bodily injury, illness or any other damages or losses, or with respect to any claims arising out of any activity under this Contract whether concerning persons or property in the Service Provider's organization or any third party.
14. The Service Provider assures that it will develop monitoring procedures to ensure that its program is in compliance with the WIOA Laws and that adequate administrative and accounting controls are being used.

15. The Service Provider will adhere to and comply with CSC's Complaint and Grievance Procedures, approved by the Department of Labor's Office of Civil Rights.
23. The Service Provider shall be liable for prosecution under the criminal provision of the 18 U.S.C.665 for theft or embezzlement of WIOA funds.
24. The Service Provider shall maintain the confidentiality of any information regarding CSC customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. The Service Provider shall not divulge such information without the written permission of the customer, except such information which is necessary as determined by CSC for purposes related to the performance or evaluation of the Contract, may be divulged to CSC or such other parties as they may designate having responsibilities under the Contract for monitoring or evaluating the services and performances under this Contract, or to governmental authorities to the extent necessary for the proper administration of the law. All releases of information shall be in accordance with applicable state laws and policies of CSC. No release of information by the Service Provider, such release is required by federal or state law, shall be construed as a breach of this Contract.
25. The Service Provider will comply with all applicable requirements of all other Federal laws, executive orders, regulation and policies governing these programs.
26. The Service Provider agrees to comply with the Veteran's Priority of Service Provisions (38 U.S.C. 425 and 20 CFR 1010).
27. The Service Provider agrees to comply with the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g), 2 CFR 175).
28. The Service Provider agrees that no funds under this Contract may be used in support of any religious, anti-religious or political activity.
29. The Service Provider will comply with the Hatch Act (5 U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
30. The Service Provider will comply with requirements pertaining to copyrights (agreements which involve the use of copyrighted materials or the development of copyrightable materials) 625.420(h)(4)(i), and will comply with requirements pertaining to rights of data, 627.420(h)(4)(iii). CSC, the Department of Equal Opportunity and CareerSource Florida shall have unlimited rights to any data first produced or delivered under this Contract (Agreements which involve the use/development of computer programs/applications, or the maintenance of databases or other computer data processing programs, including the inputting of data.)
31. The Service Provider will comply with the Americans with Disabilities Act, (42 U.S.C., 12101 et. seq.) which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services and in telecommunications.
32. The Service Provider will comply, as applicable, with the provisions of the Davis-Bacon Act as amended (40 U.S.C. 276a-7) and as supplemented by Department of Labor (DOL) regulations 29 CFR Part 5, the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874) as supplemented by DOL regulations 29 CFR Part 3, and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR Part 5, regarding labor standards for federally assisted construction sub-agreements.
33. When applicable, if this Contract is in excess of \$100,000, the Service Provider shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401 – 7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Any violation of

these Acts should be reported to CSC and the Regional Office of the Environmental Protection Agency (EPA).

34. The Service Provider understands it is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (Sarbanes Oxley, Section 1107, Section 1513 of Title 18, USC). In addition, it is a crime to alter, cover up or falsify, or destroy any document that may be relevant to any official investigation (Sarbanes Oxley, Section 1102, Section 1512 of Title 18, USC).
35. In compliance with WIOA Public Law 113-128, Section 194 (15) none of the funds provided under this title shall be used by a recipient or sub-recipient of those funds to pay the salary and bonuses of an individual at a rate in excess of Executive Level II. This restriction does not apply to vendors/contractors providing goods and services as described in NPRM 683-290(c).
36. The Service Provider shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
37. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services, may not submit bids on leases of real property, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a CSC contract for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
38. The Service Provider shall fully comply with nondiscrimination and equal opportunity laws, Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, creed, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity and the Service Provider agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, and as supplemented in Department of Labor regulation 29 CFR parts 33 and 37 as well as 41 CFR part 60 and 45 CFR part 80, if applicable, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; Section 654 of the Omnibus Reconciliation Act of 1981, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws.

The Service Provider further agrees that it will in no way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the basis of race, color, religion, sex (including pregnancy), sexual orientation, gender identity, gender expression, sex stereotyping, national origin, age, disability, marital status (except as otherwise permitted under Title IX of the Education Amendments of 1972), political affiliation or belief, citizenship status as a lawfully admitted immigrant authorized to work in the United States, from any program or activity funded in whole or in part with funds made available through CareerSource Chipola. It is also agreed that participation in programs and activities shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees and parolees, and other individuals authorized by the Attorney General to work in the United States. It is further agreed that the grievance and complaint procedures submitted by the grant recipient and approved by the Office of Civil Rights will be adhered to.

Programs funded through CareerSource Chipola are equal opportunity programs and the Service Provider shall assure that all programs and activities conducted under this Agreement are accessible to individuals with disabilities. Where the physical facilities are not accessible, an alternate plan for accessing the program or activity must be developed and retained on file, and a copy provided to the CareerSource Chipola Equal Opportunity Officer. Provisions must also be made for the limited English speaking and

vision and sensory impaired. These provisions include: having a plan to provide interpreters and sign language assistance when necessary, and assuring that adequate staff or other sources are available to adequately communicate with non-English speaking applicants and/or participants.

CareerSource Chipola has established and maintains procedures to informally resolve grievances or complaints from, and provide counseling to participants in programs operated under this Agreement. A representative of the Service Provider will be required to inform program participants of such procedures and their right to file with the appropriate local, State, or National entity a complaint if the matter is not resolved through informal procedures. The Service Provider agrees to require that each participant read and understand their rights and responsibilities as enumerated in the Notice of Nondiscrimination and Complaint and Grievance Procedures Form.

Sub-recipients shall not discharge or in any manner discriminate against any individual in connection with the administration of the program, or against any individual because such individual has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act, or has testified or is about to testify in any such proceeding or investigation under or related to the Act, or otherwise unlawfully deny to any individual any benefit to which that participant is entitled under the provisions of the Act or privileges secured by 29 CFR Part 34.

39. The Service Provider shall not employ an unauthorized alien. The employment of unauthorized aliens is a violation of the Immigration and Nationality Act (8 USC 1324 a) and the Immigration Reform and Control Act of 1986 (8 USC 1101). Such violation shall be cause for unilateral cancellation of the Contract by the Board as specified in the Contract.
40. If the Contract contains federal funds and the Service Provider provides services to children up to age 18, the Service Provider shall comply with the Pro-Children Act of 1994 (20 USC 6081). The Service Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon the Service Provider and its employees.
41. The Service Provider and any of its subcontractors shall comply with applicable Federal, State and local Child Labor Laws.
42. Contracts or agreements for the performance of experimental, developmental or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 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.
43. 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 the Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Service Provider 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.
44. Avoidance of Conflict of Economic Interest – An executive, officer, agent, representative or employee of the Service Provider will not solicit or accept money or any other consideration from a third person or entity for

the performance of an act reimbursed in whole or in part by this Contract. No member of any Board of Directors under the WT Program/TANF or WIOA shall cast a vote on the provision of services by that member or any organization that the member directly represents or vote on any matter, which would provide direct financial benefit to that member.

45. The failure of CSC to strictly enforce any of the provisions of this Contract, or require strict performance by the Service Provider of any of the provisions herein, shall in no way be construed to be a waiver of such provisions or any other validity of this Contract or any part hereof, or waive the right of CSC to enforce each and every provision here.
46. The Service Provider understands that CSC has the right to terminate this Contract by written notification when an extenuating circumstance arises, for example when the work is no longer required. It is understood that the Service Provider will be compensated for work already completed or in the process according to accurate appropriately submitted documents.
47. This Contract is subject to termination by CSC with thirty (30) days advance notice in writing to the Service Provider. In the event funds to finance this Contract are not available, the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours' notice in writing by CSC to the Service Provider

By the signature on this page, the Service Provider certifies that it has read and understands all of the provisions of this Contract and agrees to the information contained herein.

Chris Johnson, Chairman
Name and Title

12/17/19
Date

Chris M. Johnson
Signature

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Chris Johnson, Chairman
Name and Title

12/17/19
Date

Chris M. Johnson
Signature

Public Entity Addendum

Jackson County School District, a public agency subject to Chapter 119, Florida Statutes and entitled to protection under Florida Statute 768.28.

Effective July 1, 2013, the Florida Legislature enacted §119.0701. This statute requires that all contractors who provide governmental services shall comply with Florida's record laws with respect to services performed on behalf of Jackson County School District. Specifically, the statute requires that contractors:

- i. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- ii. Provide the public with access to public records on the same terms and conditions that a public agency would provide the records and at a cost that does not exceed the cost provided by Chapter 119 of the Florida Statutes or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- iv. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Jackson County School District in a format that is compatible with the information technology systems of Jackson County School District.

The failure of the Contractor to comply with the provisions set forth in this Article, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to Jackson County School District.

Should a request be made for disclosure of confidential records of the other party, the Jackson County School District shall provide notice to the other party who may then, at its discretion, respond to the request. Should the other party not disclose the records/documents, the other party shall defend and indemnify the Jackson County School District for any fees and costs which are incurred or taxed against the Jackson County School District as a result of the non-disclosure.

Any indemnification clause notwithstanding, Jackson County School District's liability under this Contract shall not exceed the limits set forth in Florida Statute 768.28 and no provision of this agreement shall expand those limits or remove any protection found therein.

Any dispute between the parties shall be resolved without the aid of jury (by a non-jury trial) by a judge of the 14th Judicial Circuit sitting in Jackson County Florida, applying Florida law without giving effect to any choice of law provisions.