

**SUNCOAST WORKFORCE BOARD, INC dba CAREER SOURCE SUNCOAST  
SUB-AWARD TO  
Educational Management & Services FL, LLC**

<b>Title 2 – Subtitle A – Chapter II – Part 200 – Subpart D - § 200.331: Requirements for pass-through entities.</b>	
(a) The following sub-award information is provided by Suncoast Workforce Board, Inc. dba CareerSource Suncoast (CSS), the Pass-Through Entity, to Educational Management & Services FL, LLC, 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"> <li>Sub-Recipient name (which must match the name associated with its unique entity identifier)</li> </ul>	<b>Educational Management &amp; Services FL, LLC</b>
<ul style="list-style-type: none"> <li>Sub-Recipient’s unique entity identifier</li> </ul>	See W-9
<ul style="list-style-type: none"> <li>Sub-Award Period of Performance: start/end dates</li> </ul>	07/01/2023 – 06/30/2024
<ul style="list-style-type: none"> <li>Amount of Federal funds obligated by this action</li> </ul>	\$35,000
<ul style="list-style-type: none"> <li>Total amount of Federal funds obligated to the Sub-Recipient</li> </ul>	\$35,000
<ul style="list-style-type: none"> <li>Federal award project description</li> </ul>	One- Stop Operator
<ul style="list-style-type: none"> <li>Name of Federal awarding agency</li> <li>Pass-through entity</li> </ul>	<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 Pass Through Entity: CareerSource Suncoast
<ul style="list-style-type: none"> <li>CFDA Number and Name</li> </ul>	17.258 – WIOA Adult, 17.278 – WIOA Dislocated Worker (DW), 17.259 – WIOA Youth, 17.207 – Wagner-Peyser (W-P), 10.561 – SNAP, 93.558 – TANF.
<ul style="list-style-type: none"> <li>Is this sub-award for R&amp;D?</li> </ul>	No
<ul style="list-style-type: none"> <li>Indirect cost rate for the Federal award</li> </ul>	Not Applicable

THIS SUB-AWARD is entered into between **Suncoast Workforce Board, Inc. dba, CareerSource Suncoast (CSS)**, with administrative offices at 3660 N. Washington Blvd. Sarasota, FL. 34234, and **Educational Management & Services FL, LLC** hereinafter referred to as **“Sub-recipient”** with administrative offices at 231 SW Red Maple Way, Lake City, FL 32024 for the purpose of providing One-Stop Operator services as authorized by the Workforce Innovation and Opportunity Act (WIOA – Public Law 113-128), and Florida’s Workforce Innovation Act 2000, Chapter 2000-165 Laws of Florida, and any subsequent amendments.

CSS agrees to pay Sub-recipient for services according to the Agreement of Payment, an amount not to exceed thirty-five thousand dollars (\$35,000) subject to the availability of funds. Payments will be made through Federal funds from grants with CFDA numbers 17.258, 17.278, 17.259, 17.207, 10.561, 93.558 Sub-recipient acknowledges that the cost data submitted to CSS in support of this sub-award is accurate, complete and current as of the date of execution of this contract.

The Term of this sub-award will be from July 1, 2023 through June 30, 2024. CSS is not obligated to pay for costs incurred related to this sub-award prior to the start date or after the end date. At its sole discretion, CSS may opt to renew on an annual basis for up to two (2) additional years, based on performance, organizational strategies, and/or funding availability. This sub-award, which incorporates Attachment A – General Provisions, Attachment B – Statement of Work, Attachment C – Budget, Attachment D – Performance Objectives and Deliverables, Attachment E – Individual Non-Disclosure and Confidentiality Certification Form, and Attachment F – Sub-recipient Certifications, contains all the terms and conditions agreed upon by both parties.

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By signing this sub-award, Sub-recipient certifies compliance with the laws and regulations outlined in Attachment A General Provisions. Subject to modifications as the result of Federal mandates, as applicable.

IN WITNESS THEREOF, the parties hereto have caused this sub-award to be executed by their undersigned duly authorized officials.

**Educational Management & Services FL, LLC**

**CareerSource Suncoast**

*Ron Natale*

[Ron Natale \(Jun 2, 2023 08:47 EDT\)](#)

Dr. Ron Natale, President / Owner

*Joshua Matlock*

[Joshua Matlock \(Jun 2, 2023 09:48 EDT\)](#)

Joshua Matlock, President/CEO

06/02/2023

Date

06/02/2023

Date

**CONTRACT NOT VALID UNTIL SIGNED BY BOTH PARTIES**

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ATTACHMENT A: GENERAL PROVISIONS

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**I. SUB-RECIPIENT ASSURANCES**

**A. General Agreement**

Sub-recipient shall provide services and/or training within the sub-award period and in accordance with the Statement of Work and within the parameters of the Agreement of Payment.

**B. Laws and Regulations**

1. The Sub-recipient warrants that all its activities and those of its subcontractors under this sub-award shall be conducted in conformance with the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, and Florida's Workforce Innovation Act 2000, Chapter 2000-165, Laws of Florida, and any subsequent amendments; the Statement of Work and all other terms of this sub-award; all applicable Federal, State and local laws, regulations, directives, policies, and instructions as they pertain to this sub-award which are in effect at the inception of this sub-award, 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 WIOA and/or Florida's Workforce Innovation Act 2000, are considered to be programs and activities receiving federal financial assistance.
2. Sub-recipient shall comply fully with non-discrimination and equal opportunity provisions of the following laws:
  - a. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;
  - b. The Americans with Disabilities Act of 1990, P.L. 101-336, 42 U.S.C 12181 et seq., which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities;
  - c. Executive Order 11246, Equal Employment Opportunity, as amended by EO 11375, and as supplemented in Dept. of Labor regulation 29 CFR parts 33 and 37 as well as 41 CFR part 60, and 45 CFR part 80, if applicable;

- d. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et. Seq., which prohibits discrimination on the basis of race, color, and national origin;
  - e. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;
  - f. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. Seq., which prohibits discrimination on the basis of sex in educational programs;
  - g. the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age;
  - h. Section 188 of the Workforce Innovation and Opportunity Act (WIOA) 29 CFR Part 38, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against 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.
3. Sub-recipient will comply with the provisions in the Trafficking Victims Protection Act of 2000 (2 CFR 175) as amended.
  4. Clean Air and Water Act: When applicable, if this sub-award is in excess of \$100,000, Sub-recipient shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act as amended (42 USC 7401), et seq., and the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., as amended.
  5. Sub-recipient agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083 (P.L. 103-277), which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
  6. Sub-recipient 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 (42 USC 6201).

7. Sub-recipient will comply with the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (42 USC 6962).
8. Sub-recipient will comply with environmental standards which may be prescribed pursuant to the following:
  - a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
  - b. Notification of violating facilities pursuant to EO 11738;
  - c. Protection of wetlands pursuant to EO 11990;
  - d. Evaluation of flood hazards in flood plains in accordance with EO 11988;
  - e. Assurance of projected consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 US 1451 *et seq.*);
  - f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 USC 7401 *et seq.*);
  - g. Protection of underground sources of drinking water under the State Drinking Water Act of 1974, as amended (P.L. 93-523);
  - h. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
9. Sub-recipient will comply with the Davis-Bacon Act as amended (40 U.S.C. 276a to a-7) and as supplemented by Dept. 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.
10. Sub-recipient is aware that federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.
11. Sub-recipient shall comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) limiting the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
12. Lobbying and Religious Activity  
No funds made available under this sub-award shall be used for lobbying of federal, state or local legislatures to influence legislation or appropriations; or to raise funds or to promote, assist, or deter union organizing – Byrd Anti-Lobbying Amendment (31 USC 1352), 29 CFR Part 93, and 45 CFR Part 93.

The employment or training of any client in sectarian activities is prohibited. In addition, no customer shall be employed to carry out the construction, operation or maintenance of any part of any facility that is or will be used for sectarian instruction or as a place for religious worship.

13. Equal Treatment for Faith-Based Organizations  
Sub-recipient must comply with the regulations identified in 29 CFR 2, Subpart D.
14. Debarment and Suspension  
EO No. 12549 and 12689, Debarment and Suspension, Sub-recipient certifies that they are not on the list of entities on the federal debarment and suspension list and agrees to execute the Debarment and Suspension certification.
15. Drug Free Workplace  
Sub-recipient shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701 *et seq.* and all state and federal implementing regulations.
16. If any part of this sub-award utilizes Welfare Transition (WT) funds, Sub-recipient shall comply with 45 CFR 98, the Temporary Assistance for Needy Families (TANF) Program, 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder.
17. Sub-recipient agrees that it shall comply with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
18. 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 as authorized by section 2(a)(1) of JVA 38 U.S.C. 4215.
19. Sub-recipient agrees that it will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing the programs associated with this sub-award.

### **C. Audits and Monitoring**

1. Audit Requirements  
A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with UG § 200.514, Scope of Audit, except when it elects to have a program-specific audit conducted in accordance with § 200.507, Program-specific audits.
2. Monitoring  
Sub-recipient shall institute a system for monitoring fiscal and program activities for compliance with this sub-award. Sub-recipient will maintain documentation to verify completion of monitoring activities. The Sub-recipient shall respond in writing to CSS monitoring reports and requests for corrective action plans within ten (10) business days after the receipt of the monitoring report from CSS.

### 3. Reports

- a. Sub-recipient shall submit a copy of their independent audit report within thirty (30) calendar days after its receipt by the Sub-recipient, and not later than nine (9) months after the end date of this sub-award.
- b. If an official audit or monitoring report identifies unacceptable accounting practices and/or records management, CSS reserves the right to withhold any or all reimbursement from any future payments to the Sub-recipient until such time as the accounting practices and/or records management are improved to the satisfaction of CSS.

### D. Record Keeping

Sub-recipient shall be responsible for maintaining all financial records, statistical records, property records, customer records, supporting documentation, and any other documents (including electronic storage media) pertinent to this sub-award for a period of five (5) years from the date of the final payment of this sub-award, or until all audits are complete and findings on all claims have finally been resolved, whichever is longer. Records for equipment shall be maintained beyond the prescribed period if necessary to ensure that they are retained for five (5) years after final disposition of the property.

Sub-recipient will cooperate with CSS to facilitate the duplication and/or transfer of any said records or documents during the required retention period. If the Sub-recipient is unable to retain the records for the required period, the Sub-recipient will notify CSS in writing and request instructions. Sub-recipient shall not dispose of any records without the prior written consent of CSS.

### E. Access to Records

1. At any time during the term of this Agreement, or at any time during the record retention period following termination of this Agreement, Sub-recipient shall make all contracts, invoices, payroll records, personnel files, and any and all other records relating to the program, funded by this Agreement, available and shall permit the Secretary of Labor, Comptroller General, the Governor, CareerSource Suncoast or their designated representatives to conduct on site evaluations, audits, investigations, and monitor program performance to ensure compliance with the terms of the Agreement and amendments hereto.
2. Sub-recipient shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Sub-recipient pertaining to any program funded by this Agreement or amendment hereto, available to CSS, the Comptroller, General of the United States, the federal government and/or the Governor or their designated representatives at any time upon reasonable notice and at no cost for the purpose of auditing, monitoring, reviews, investigation, survey or examination, even though, the Sub-recipient may at the time of the request no longer be operating programs for CSS or be a Sub-recipient of CSS.
3. Sub-recipient must make all records described in this Agreement available to CSS, the State or the

Federal government in Manatee or Sarasota County, Florida.

4. Sub-recipient shall assure that program and fiscal records are available to the monitors at the time of the start of all monitoring visits. CSS shall provide Sub-recipient with a schedule of the monitoring visits.
5. Sub-recipient agrees that when requested, Sub-recipient shall furnish any requested records to CSS within ten (10) days of the request. Failure to comply may result in CSS's withholding any Sub-recipients until such time that the Sub-recipient until such time that the Sub-recipient complies with the request.

### F. Data Sharing (Non-Disclosure) and Confidentiality

All sub-recipients, and any subsequent sub-contractors and their employees or agents (who are) granted access to confidential data, agree to maintain the confidentiality of employer, employee, claimant, and participant identity and all related information, pursuant to State and Federal regulations, unless such information has been exempted from non-disclosure for business purposes in accordance with State or Federal law, or a lawful and proper authorization has been obtained from the employer, employee, claimant or participant. Proper authorization and disclosure shall include requirements and limitations established by law specified in 20 CFR 603, and sections 443.1715 and 443.171(5), Florida Statutes.

Sub-recipients, and any subsequent sub-contractors, and their employees or agents who have access to confidential information are required to sign and comply with an Individual Non-Disclosure and Confidentiality Certification. Sub-recipient or agents granted access to electronic data systems used in the delivery of services must also sign a confidentiality access agreement for systems access privileges. Sub-recipient must inform CSS immediately of any employees who are terminated or are no longer in need of system access.

Sub-recipients, and any subsequent sub-contractors, and their employees or agents, are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official public duties according to federal and state laws. All documents, papers, computer files and other electronic media such as discs, thumb drives, laptops, and letters or other materials made, copied, or received in conjunction with this sub-award are subject to the applicable legal requirements for maintaining confidentiality and security of data in conformance with Federal, State, and local laws. Public access to records – unless covered by confidentiality rules – shall be in accordance with Chapter 119.021, Florida Statutes, regarding custodial requirements, and all other applicable laws or regulations.

Information may be made available to other CSS partners to affect the appropriate delivery of services to the customer.

### G. Internal Financial Control

1. Sub-recipient shall be responsible for implementing procedures and internal financial controls governing the management and utilization of the funds provided hereunder. Sub-recipient 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 CSS under this sub-award.
2. Sub-recipient shall track costs in sufficient detail to determine compliance with applicable laws and regulations and to ensure that the funds have not been unlawfully spent. All expenditures must be in accordance with Uniform Guidance.
3. Sub-recipient shall maintain separate accounting records for funds received and expended under this sub-award.
4. Salary Cap: Sub-recipient shall comply with Public Law 109-234, Section 7013 regarding Salary Cap as it pertains to individuals employed under this sub-award with CSS. Annual certification will be required for submission with documentation during the contract period.

#### H. Invoices and Contract Close-out

All invoices and the contract close-out report shall be submitted to CareerSource Suncoast (CSS), 1112 Manatee Avenue East, Bradenton, FL 34208, including, but not limited to:

1. Invoice: In order to receive payment Sub-recipient shall an invoice to CSS by the twentieth (20<sup>th</sup>) calendar day following the end of each month. Invoices are generally paid within thirty (30) days of receipt. The invoice shall be for allowable costs as described in Sub-recipient's budget and as governed by the rules applicable to the funding streams and grants awarded to Sub-recipient. The invoice must be accompanied by all documentation necessary to substantiate the expenses for which is seeking reimbursement, including but not limited to supporting documentation deemed acceptable by CSS. Invoices containing costs not supported by the proper documentation or items not detailed in Sub-recipient's line-item budget shall be paid minus the expenditures lacking the documentation or not included with the submission of the invoice. Accuracy and timeliness of the invoices shall be a factor in recommendations for future renewals made to CSS's governing boards.
2. Invoices must be submitted no later than the twentieth (20<sup>th</sup>) calendar day following the end of the month for which Sub-recipient is seeking reimbursement. Invoices submitted more than fifteen (15) calendar days following the termination of CSS program year, which is June 30 of each year, will be honored at CareerSource Suncoast's discretion. If accrual or invoice due date occurs on a weekend, then the due date occurs on a weekend, then the due date shall be the Friday prior.
3. Sub-recipient agrees to maintain and provide the following documentation to CSS, along with Sub-recipient's invoice for payment. Sub-recipient understands that invoices submitted without the below described documentation will not be honored.
  - a. Original and completed monthly Invoice, reflecting the appropriate time period and signed by an authorized Sub-recipient.
  - b. General or Accounting Ledger accurately reflecting all amounts billed; OR copies of paid invoices and copies of canceled checks for reimbursement of supplies, equipment, travel, expenditures). For mileage reimbursement requests, Sub-recipient shall use the CSS mileage form or their own form which contains the same information. Mileage from home to work will not be reimbursed. Sub-recipient is limited to the CSS rate when reimbursing its staff for mileage. Supporting explanations and/or calculations must be included to sufficiently verify ledger entries and to reconcile ledger line items to corresponding line items on the Request for Payment. All costs billed must be incurred and paid.
  - c. For payroll costs, payroll ledger/register reflecting allocation of staff time among cost categories and signed by an authorized Sub-recipient official for reimbursement of salaries and benefits and signed by employee as well as immediate supervisor and time and attendance sheets for each person billed under the Agreement. Time sheets and payroll ledger should be submitted in a timely manner and coincide with payroll processing dates. For those persons not working solely for the purpose outlined in the contract, a timesheet must be submitted indicating actual hours worked as billed. Hours cannot be based on percentage of time or based on budget; Supporting explanations and/or calculations sufficiently verifying ledger entries, and reconciled ledger line items to the corresponding line items on the Request for Payment.
  - d. Sub-recipient will submit supporting detail for fringe benefits billed upon request by CSS. Amounts billed for fringe benefits will be limited to actual costs.
  - e. Detailed tapes and/or highlighted numbers on the invoices to support amounts listed on the payment requests must be included.
  - f. For proprietary materials such as books and supplies, Sub-recipient shall provide signed receipts from students acknowledging delivery of the materials for which CSS is being charged.
  - g. For reimbursement of rental and utility charges (if applicable), Sub-recipient shall provide a copy of the lease and, as appropriate, a copy of the entire phone bill, utility bill, and/or rental Agreement.
  - h. For reimbursement of participant activities Sub-recipient shall provide participant attendance records and/or time sheets, participant payroll records, if applicable, participant competency tests, and any other documentation deemed necessary by CSS.

- i. Any changes to the budget above a 10% variance in line items will require a contract modification.
- j. The Sub-recipient, upon final payment of amounts due under this Agreement, less any credits, refunds, or rebates due to CSS, hereby releases and discharges CSS from any financial claims arising from this Agreement.

The Sub-recipient shall comply with all provisions of CSS's Contract Closeout Procedures.

- 4. Program Income Report: Program Income is defined as any revenues generated through activities funded under a sub-award in excess of costs.

In a cost reimbursement sub-award with holdback, any sub-award revenues in excess of expenditures shall constitute program income and shall be spent on program related activities within the sub-award period or returned to CSS as part of the sub-award closeout.

**I. Disallowed Costs/Return of Funds**

- 1. Sub-recipient shall be liable to CSS for any disallowed or questioned costs that Sub-recipient or CSS incurs as a result of Sub-recipient expending funds in violation of this Agreement or in violation of the appropriate federal, state or local statutes, regulations, rules, policies, or procedures.
- 2. Disallowed or questioned costs may be identified through a monitoring report, investigation, review, or audit. Disallowed or questioned costs shall be refunded and promptly repaid to CSS by Sub-recipient within thirty (30) days of the issuance of the report.
- 3. If this or any other Agreement is in effect at the time of the identification of a questioned or disallowed cost, or a credit that is due CSS, CSS may deduct the amount disallowed/ questioned from any reimbursements or payments due Sub-recipient.

**J. Purchasing**

All purchasing of goods and services must be in compliance with CSS procurement guidelines or Sub-recipient's procurement policy, if the Sub-recipient's policy is approved in advance. Records must be maintained to document procurement efforts to comply with this requirement.

**K. Equipment**

The use of sub-award funds to purchase equipment, as defined in Uniform Guidance, is prohibited without prior written approval of CSS.

Equipment or products approved for purchase must comply with the Buy American Act as defined in P. L. 103-335, § 507.

**L. Use of Supplies**

Any consumable supplies purchased under this sub-award or provided by CSS for use in delivering the services under this sub-award, shall be used exclusively for program purposes unless an "other-use" agreement has been made part of this sub-award.

**M. Copyrights, Patent Rights and Rights to Data**

Sub-recipient agrees that CSS, the State, and the federal government shall have a royalty free, nonexclusive and irrevocable license to reproduce, publish or otherwise use a copyright or patent or rights in data in any work developed in whole or in part with contract funds.

Sub-recipient agrees that CSS, the State, and the federal government shall have a royalty free and nonexclusive and irrevocable license to reproduce, publish, or otherwise use the copyright or patent or rights in data for any copyright, patent or rights in data that Sub-recipient purchases with contract funds.

CSS may utilize products as described above in conjunction with fee for service activities developed or operated by CareerSource Suncoast.

Sub-recipient agrees to comply with this section regardless of whether or not a copyright or patent has been secured or applied for in connection with the materials, products, rights in data, intellectual property or other similar materials or part thereof developed in whole or in part with funds made available under this Agreement.

Any breach of this section shall entitle CSS to damages at least equal to the fair market value of the materials, products, rights in data, intellectual property or other similar materials or part thereof and such other damages including punitive damages as a court may award.

Curriculum materials developed and copyrighted with non-contract funds, but which may be used for this project are not subject to this section.

**N. Public Records**

To the extent Sub-recipient is acting on behalf of CSS as provided under Subsection 119.011(2) of the Florida Statutes, Sub-recipient shall:

- 1. Keep and maintain public records required by CSS to perform the services under this Agreement.
- 2. Upon request from CSS's custodian of public records, provide CSS with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Sub-recipient does not transfer the records to CSS.
- 4. Upon completion of the Agreement, transfer, at no cost, to CSS all public records in possession of Sub-recipient or keep and maintain public records required by CSS to perform the service. If the Sub-recipient transfers all public records to CSS upon completion of the Agreement, the Sub-recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Sub-recipient keeps and maintains public records upon completion of the Agreement, the Sub-recipient shall meet all

applicable requirements for retaining public records. All records stored electronically must be provided to CSS, upon request from CSS's custodian of public records, in a format that is compatible with the information technology systems of CSS.

If the Sub-recipient fails to provide the public records to CSS within a reasonable time the Sub-recipient may be subject to penalties under Section 119.10 of the Florida Statutes. Further, CSS may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

**IF THE SUB-RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUB-RECIPIENT PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CSS'S CUSTODIAN OF PUBLIC RECORDS AT:**

**(941) 358-4200 OR**

**ACCOUNTING@CAREERSOURCESC.COM**

**O. Assignment and Subcontracts**

Sub-recipient shall not subcontract, assign, or transfer any rights or responsibilities under this sub-award, or any portion thereof, without the prior written approval of CSS, unless otherwise authorized by this sub-award. Sub-recipient shall submit a written subcontract to CSS for approval prior to its execution. Including the names of potential subcontractors in a response to a request for proposal does not relieve the Sub-recipient from obtaining this written approval.

CSS reserves the right to reject the subcontracting of certain services or training and the use of particular subcontractors.

In no case shall such approval from CSS relieve the Sub-recipient from its obligation under this sub-award or change the terms of this sub-award. The Sub-recipient shall ensure that all applicable provisions of this sub-award are binding upon all approved subcontractors. It is understood that CSS shall not be liable to any subcontractor(s) for any expense or liabilities incurred under the subcontract.

**P. Conflict of Interest**

Sub-recipient asserts and assures that they did not solicit, pay, or offer some other form of consideration to any CSS Board Member, CSS staff person, or other elected official or public officer in order to obtain this contract award.

Sub-recipient asserts and assures that it is in compliance with the WIOA and other federal and state applicable conflict of interest restrictions.

Sub-recipient agrees to abide by CSS's Code of Conduct or with its own organizational Code of Conduct so long as it meets the minimum standard set forth within CSS's own Code of Conduct.

Neither Sub-recipient nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially

antagonistic or incompatible with Sub-recipient's loyal and conscientious exercise of judgment related to performance under this Agreement.

Sub-recipient agrees that none of its officers or employees shall during the term of this Agreement serve as an expert witness against CSS, the CSS Chief Local Elected Officials, in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of CSS in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Sub-recipient is given written authorization from CSS to utilize subservice providers to perform any services required by this Agreement. Sub-recipient agrees to prohibit such subservice providers by written contract, from having any conflicts as within the meaning of this section.

**Q. Indemnification**

Indemnification Applicable to State Agencies and Governmental Entities:

If Sub-recipient is a state agency as defined in Chapter 768.28, Florida Statutes, Sub-recipient agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Sub-recipient as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, this Agreement or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CSS any sums due Sub-recipient under this Agreement may be retained by CSS until all of CSS's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSS.

Indemnification Applicable to Private-For-Profit, Public-Not-for-Profit and Private-Not-for-Profit Entities:

Sub-recipient shall at all times hereafter indemnify, hold harmless and, at CSS's option, defend or pay for an attorney selected by the President & CEO to defend CSS, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, caused by a negligent act or omission of Sub-recipient, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CSS any sums due Sub-recipient under this Agreement may be retained by CSS until all of CSS's claims for indemnification pursuant to this Agreement have been



settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSS.

**R. Health and Safety**

Health and safety standards, including Child Labor Laws, established under state and federal law, otherwise applicable to working conditions of employees shall be applicable to working and training conditions of customers served under this sub-award. Where customers or employees covered under this sub-award are engaged in activities not covered under the Occupational Health and Safety Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety.

**S. Grievance and Complaint Procedures**

Sub-recipient agrees to provide program participant's access to the CSS grievance procedures for participants in CSS funded programs with respect to a non-criminal grievance or complaint arising in connection with WIOA programs operated by Sub-recipient other than civil rights complaints. Sub-recipient agrees to be bound by any decision arrived at as a result of taking part in the procedure. With respect to WIOA participants, the final resolution of the grievance must be within sixty (60) days of the filing of the formal grievance or complaint as per the WIOA Regulations.

Sub-recipient agrees to comply with the grievance procedures applicable to Providers in the event of a grievance with respect to CSS.

Whenever CSS forwards or notifies Sub-recipient of client complaints about the workforce system received from the State or other external sources Sub-recipient shall assist CSS in investigating the complaint in a timely manner and agrees to take appropriate action to resolve the complaint as shall be determined by CSS.

Hearings regarding grievances in which a finding is made in Sub-recipient's favor are subject to state and federal approval and Agreement. If the State and/or federal oversight entity does not agree with the finding, whether it is regarding a participant complaint or a questioned or disallowed cost as a result of a monitoring or audit finding, Sub-recipient shall comply with the State or federal determination and in the event of a questioned or disallowed cost Sub-recipient shall be liable to CSS for repayment of the cost which has been questioned or disallowed.

**T. Sponsorship: Public Announcements and Advertising**

Sub-recipient shall not publicize, advertise, or describe the training and/or services funded under this contract, without prior approval from CSS. The Sub-recipient agrees to use the CareerSource brand name and will adhere to all marketing strategies implemented by CSS. Sub-recipient agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Sub-recipient shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and

(2) the dollar amount of Federal funds for the project or program in accordance with P.L. 103 - 333 § 508.

**U. Knowledge of Terms of this Contract**

The Sub-recipient shall take such actions as are necessary to ensure the knowledge and understanding of the terms of this sub-award by all staff of the Sub-recipient and any subcontractor(s).

**V. Code of Conduct**

Sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this sub-award as identified in 29 CFR 95.42.

**W. Incident Reporting**

Known or suspected incidents of fraud, program abuse or criminal conduct shall be reported to CSS immediately.

**X. Enforcement of Contract Provisions**

The failure of CSS to strictly enforce any of the provisions of this sub-award, or to require strict performance by the Sub-recipient of any provision herein, shall in no way be construed to be a waiver of such provisions or the validity of this sub-award or any part hereof, or waive the right of CSS to thereafter enforce each and every provision herein.

**Y. Warranty**

The Sub-recipient covenants and warrants:

1. It is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and otherwise in full compliance with all legal requirements of its domicile;
2. It is possessed of the legal authority and capacity to enter into and perform this contract;
3. It is duly authorized to operate and do business in the State of Florida; and,
4. It has no present interest, nor shall it acquire any interest, which would conflict in any manner with its duties and obligations under this sub-award.

## II. MUTUAL ASSURANCES

### A. Amendments and Modifications

1. CareerSource Suncoast (CSS) reserves the authority to amend or modify this sub-award with written bilateral agreement of the Sub-recipient. Reimbursements and the total dollar amount may be adjusted retroactively to reflect cost increases when these have been established through the appropriate process and subsequently identified in a modification to the Sub-recipient's budget.
2. Mandatory changes in regulations, policies or laws will be unilaterally amended as a Sub-award Modification signed by the CSS President/CEO and will be effective upon receipt by the Sub-recipient.
3. At the sole discretion of CSS, this sub-award may be renewed on an annual basis for up to three (3) additional years, based on performance, organizational strategies, and/or funding availability.

### B. Termination

1. Termination Due to Lack of Funds: If for any reason funds to finance this sub-award are reduced, suspended or terminated, in whole or in part, funding for this sub-award may cease. CSS shall provide no less than thirty (30) business day's written notice of such termination.
2. Termination for Breach: CSS may terminate this sub-award when it has determined that the Sub-recipient has failed to provide any of the services specified herein in a timely or proper fashion, failed to perform in whole or in part, or has violated any stipulations of this sub-award. CSS will notify Sub-recipient of such in writing. Depending on the situation and cause for the breach of sub-award, CSS may either unilaterally cancel the sub-award immediately, or allow the Sub-recipient ten (10) business days from receipt of notice in which to respond with a plan agreeable to CSS to correct said deficiencies. Upon failure of Sub-recipient to respond within the appointed time, or failure of Sub-recipient to respond with appropriate plans, CSS will serve a termination notice that shall become effective within fifteen (15) business days after its issuance.

In the event of such termination, CSS shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by CSS within forty-five (45) calendar days of termination date.

Sub-recipient shall provide CSS with written notice of any perceived breach and extend CSS ten (10) business days to cure any perceived breach under the contract.

3. Termination for Convenience: This sub-award may be terminated by either party for convenience when it is in their best interest. CSS may suspend this sub-award for the purpose of investigating irregularities under this sub-award. Any termination for convenience will be preceded by written notice setting forth the effective date of said termination. The termination shall be effective thirty (30) calendar days after the notice is issued unless a lesser time is mutually agreed upon by both parties.

The Sub-recipient has forty-five (45) calendar days after the effective date to bill for payment. Sub-recipient shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension.

4. Other: Unearned payment(s) under this sub-award may be suspended or sub-award terminated upon the refusal by Sub-recipient to accept or comply with any additional conditions that may be imposed by the Federal Government, the State of Florida, the Governor, or CSS at any time.

The submittal of false information may be considered fraud and could result in the immediate termination of the sub-award

5. Arbitration Clause: Any controversy or claim arising out, of or relating to, this sub-award, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

This sub-award shall be interpreted under the laws of the State of Florida.

6. Venue: The place for any hearing, arbitration, or other, shall be Manatee County, Florida.

**ATTACHMENT B: STATEMENT OF WORK**

**One-Stop Operator – Educational Management & Services FL, LLC**

**July 1, 2023 – June 30, 2024**

**Purpose:**

The purpose of this agreement is to establish an entity to act on behalf of CareerSource Suncoast as a One Stop Operator which has been defined as:

“An entity or entities that will strategically coordinate all mandatory partners across two counties represented by Career Source Suncoast as required by WIOA, and whose responsibilities will not include service delivery and overseen by the Chief Operations Officer. The One Stop Operator will work with CSS to meet all state and federal requirements.

CSS, per 20 CFR § 678.620, requires, at a minimum, that the One-Stop Operator coordinate the service delivery of the required one-stop partners and service providers as prescribed by WIOA sec. 121(b)(1)(B), 20 CFR 678.400, 34 CFR 361.400 and 34 CFR 463.400.

CSS will work with its One Stop Operator to coordinate required providers across the one-stop delivery system, with the priority placed on the comprehensive career center, which has been designated as Sarasota Career Center (North Sarasota County). The coordination of programs will include Vocational Rehabilitation, Division of Blind Services, Adult and Family Literacy, Career and Technical Education, Migrant Seasonal Farm Workers, Community Service Block Grant, and Housing and Urban Development self-sufficiency efforts.

Per the U.S. Department of Labor’s Training and Employment Guidance Letter (TEGL) 15-16 the One Stop Operator will:

- Disclose any potential conflicts of interest arising from the relationships of the one-stop operators with particular training service providers or other service providers, including but not limited to, career services providers;
- In coordinating services and serving as a one-stop operator, refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services; and
- Comply with Federal regulations, and procurement policies, relating to the calculation and use of profits.

As part of this agreement the One Stop Operator will not:

- convene system stakeholders to assist in the development of the local plan;
- direct career center staff to conduct activities or implement strategies;
- prepare and submit local plans (as required under WIOA sec. 107);
- be responsible for oversight of itself;

- manage or significantly participate in the competitive selection process for one-stop operators;
- select or terminate one-stop operators, career service providers, and youth providers;
- negotiate local performance accountability measures;
- perform eligibility determination;
- outreach, intake, or orientation for clients; or
- initial assessment of skills and support service needs

**Services to be Provided:**

Educational Management & Services FL, LLC under this Sub-Award Agreement with CSS, will facilitate coordination of one-stop center mandated partners, through the following responsibilities, as specified in the original Request for Proposal:

1. Understand the mission, vision, and service delivery requirements of the required one-stop partners to better strategically align with CSS priorities and services.
2. Develop, update, and track all memorandum of understandings (MOUs) and infrastructure funding agreements (IFAs) to maintain compliance with mandated partners. Ensuring timely execution of MOU's and IFAs with all mandated partners to prevent gaps in service delivery. All recommendations for shared costs, improvements, efficiencies, and modifications to current MOU's must be submitted in writing to the CSS One-Stop-Operator liaison.
3. Quarterly monitoring of mandated partner activity supporting the IFA. Providing blank quarterly infrastructure funding reports to each mandated partner prior to due dates. Ensure completed quarterly IFA reports are submitted by all mandated partners within forty-five (45) days after the completion of the previous quarter. Tracking and reporting on completed quarterly infrastructure funding reports submitted by mandated partners. Follow up with disengaged mandated partners to determine the cause, identify and initiate steps for reengagement with CSS one-stop centers.
4. Evaluate CSS Customer Satisfaction Survey results, providing quarterly reports on feedback received to include, number of surveys received and average score. Any recommendations for continuous improvement must be submitted in writing to the CSS One-Stop-Operator liaison.
5. Facilitate conversations and engagement with CSS mandated partners to support, increase and maintain the use of the Crosswalk – agency to agency referral system with the one stop center.
6. Convene virtual quarterly meetings with mandated partners to promote Crosswalk usage, share information, discuss strategies to positively impact employment outcomes for shared clients, and problem-solve collaboration issues. Based on mandated partner input the meetings may be held in person if there is a majority request to do so.
7. Work with CSS designated staff to support building relationships with the required partners of the one-stop centers, as defined by CSS, and track implementation of activities and collaborations as outlined in the MOUs. To provide, maintain, review and monitor continuous improvement of the comprehensive one stop centers and cross-referring of clients. Written quarterly reports are to be submitted to the CSS One-Stop-Operator liaison within forty-five (45) days after the completion of the quarter detailing the following:
  - a. Activities conducted (i.e., meetings, correspondence, MOU execution.)
  - b. Customer Satisfaction Survey Results

- i. Number of surveys received
    - ii. Average score
  - c. Mandated partner engagement (Crosswalk training/entry, correspondence)
  - d. Previous quarter referral activity compared to current quarter referral activity by mandated partners
  - e. Previous quarter referral activity compared to current quarter referral activity by non-mandated partners
  - f. Partner strategies to coordinate and deliver services
  - g. Partner success stories, and highlights of services coordination efforts.
- 8. With guidance from CSS, the sub-recipient shall prepare a summary report on the scope of services provided for the current program year for the January Board meeting, and year-end Board report in June. The summary report must be provided to the CSS liaison two weeks prior to Board meeting for review and distribution and include at minimum the following information.
  - a. Activities conducted (i.e., meetings, correspondence, MOU execution.)
  - b. Customer Satisfaction Survey results
    - i. # Surveys received
    - ii. Average score
  - c. Mandated partner engagement (Crosswalk training/entry, correspondence)
  - d. Previous quarter referral activity compared to current quarter referral activity by mandated partners
  - e. Previous quarter referral activity compared to current quarter referral activity by non-mandated partners
  - f. Partner strategies to coordinate and deliver services
  - g. Partner success stories, and highlights of services coordination efforts.

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ATTACHMENT C: BUDGET

One-Stop Operator – Educational Management & Services FL, LLC

July 1, 2023 – June 30, 2024

Payment to Contractor shall be cost reimbursement. The total cost reimbursement to be paid to Contractor for services under the terms of this Agreement shall not exceed the total amount stated in the table below unless otherwise authorized by CareerSource Suncoast in a written amendment to the Agreement. CSS will compensate Contractor for services performed during the period outlined in this agreement in an amount not to exceed \$35,000. The method of payments shall be paid in monthly payments of \$2,916.66. Monthly invoices shall be sent to the attention of CSS's Finance Department via its email address: [accounting@careersourcesc.com](mailto:accounting@careersourcesc.com).

Budget Cost Category Line Item	CareerSource Funding Amount
Services – One Stop Operator	\$35,000

Contractor will be responsible for all other general overhead costs.

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**ATTACHMENT D – PERFORMANCE OBJECTIVES AND DELIVERABLES**

**One-Stop Operator – Educational Management & Services FL, LLC**

**July 1, 2023– June 30, 2024**

In collaboration with CSS, during the period of performance under this agreement, the One Stop Operator will:

1. Provide quarterly reports on feedback received from the CSS Customer Satisfaction Survey results to include, number of surveys received and average score. Any recommendations for continuous improvement must be submitted in writing to the CSS One-Stop-Operator liaison.
2. Provide written quarterly reports to the CSS One-Stop-Operator liaison within forty-five (45) days after the completion of the quarter detailing the following:
  - a. Activities conducted (i.e., meetings, correspondence, MOU execution.)
  - b. Customer Satisfaction Survey Results
    - i. Number of surveys received
    - ii. Average score
  - c. Mandated partner engagement (Crosswalk training/entry, correspondence)
  - d. Previous quarter referral activity compared to current quarter referral activity by mandated partners
  - e. Previous quarter referral activity compared to current quarter referral activity by non-mandated partners
  - f. Partner strategies to coordinate and deliver services
  - g. Partner success stories, and highlights of services coordination efforts.
3. Track the execution of all MOUs and IFAs for the program year 2023-2024 and review every quarter. Maintain MOU and IFA documents with mandated partners and revise and reissue as required per the scope of work.
4. Convene and facilitate quarterly meetings with the designated one-stop's required partners to review coordination activities and alignment with the MOU's and IFAs. Outcomes of meetings will be noted with monthly invoices as applicable.
5. Continuous training and engagement feedback in regard to Crosswalk referrals of partner clients.
6. As applicable, provide all recommendations for shared costs, improvements, efficiencies, and modifications to current MOUs in writing to the CSS One-Stop-Operator liaison.
7. Prepare a summary report on the scope of services provided year-to-date for the January Board meeting, and year-end Board report in June. The summary report must be provided to the CSS liaison two weeks prior to Board meeting for review and distribution and include at minimum the following information.
  - h. Activities conducted (i.e., meetings, correspondence, MOU execution.)
  - i. Customer Satisfaction Survey results to include: number of surveys received and average score
  - j. Mandated partner engagement (Crosswalk training/entry, correspondence)
  - k. Previous quarter referral activity compared to current quarter referral activity by mandated partners
  - l. Previous quarter referral activity compared to current quarter referral activity by non-mandated partners
  - m. Partner strategies to coordinate and deliver services
  - n. Partner success stories, and highlights of services coordination efforts.

ATTACHMENT E – INDIVIDUAL NON-DISLOSURE AND CONFIDENTIALITY CERTIFICATION FORM

I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information of individuals who are employed by CareerSource Suncoast, receive public assistance, employment and unemployment insurance records maintained by the Department of Economic Opportunities, made available to the organizations, for the limited purpose of performing its duty pursuant to a Contract for Services and Non-Disclosure and Confidentiality Certification agreement.

These confidential records may include name (or other personally identifiable information), Social Security numbers, wage and employment data and public assistance information which are protected under federal and state law. Such information is confidential and may not be disclosed to others. In order to perform my duties associated with the program requirements set forth under contract or agreement, I am requesting an access to a secure database. Prior to receiving such means of access, I acknowledge and agree to abide by the following standards for the receipt and handling of confidential information:

1. I shall use access to the Workforce Systems only to secure information to conduct official program business under such contract/agreement.
2. I shall not disclose my username, password, or other information needed to access the Systems to any party nor shall I give any other individual access to information secured.
3. If I should become aware that any other individual – other than an authorized employee – may have obtained or has obtained access to my username, password, or other information needed to access the Workforce Systems, I shall immediately notify CareerSource Suncoast’s IT Director or Programs Director.
4. I shall not share with anyone any other information regarding access to the Systems unless I am specifically authorized by CareerSource Suncoast.
5. I shall not access or request access to any Social Security numbers, personal information, wage or employment data unless such access is necessary for the performance of my official duties.
6. I shall not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) involved.
7. I shall retain the confidential data only for that period of time necessary to perform my duties. Thereafter, I shall either arrange for the retention of such information consistent with federal or state record retention requirements or delete or destroy such data.
8. I am knowledgeable about proper use and handling of confidential data. I shall comply with all confidentiality safeguards including but not limited to, the following: a) protecting the confidentiality of my username and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.
9. I shall not copy, sell, or release data confidential or not obtained from my access to anyone. Any data, confidential or not, obtained will be destroyed in a secure and appropriate manner after completion of contract work.
10. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I further acknowledge that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to a fine and/or period of imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.
11. Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately seek guidance from CareerSource Suncoast designated contact and be guided by his/her response.

Sub-recipient Employee Signature: *Ron Natale*  
Ron Natale (Jun 2, 2023 08:47 EDT)

Date: 06/02/2023



Print Sub-recipient Name: Ron Natale

Company Name and Address: Educational Management and Services FL., LLC  
231 SW Red Maple Way , Lake City, FL. 32024

Work Telephone: 478.342.1118

E-Mail: rnatale@comcast.net

Application(s) Given Access To:

CSS Network & Email  
Crosswalk

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## ATTACHMENT F – SUBRECIPEINT CERTIFICATIONS

By signing the agreement, the Sub-recipient is providing the certifications as detailed below:

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION (29 CFR Part 95 and 98).**

The prospective Sub-recipient certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and,

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Sub-recipient is unable to certify to any of the statements in this certification, such prospective Sub-recipient shall attach an explanation to this proposal [or plan].

### **CERTIFICATION REGARDING LOBBYING (29 CFR Part 93).**

The undersigned (i.e., Sub-recipient) certifies, to the best of his or her knowledge and belief, that:

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

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

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

### **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (29 CFR Part 94 and 98).**

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, the undersigned Sub-recipient attest and certify that the Sub-recipient will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
  - a. The dangers of drug abuse in the workplace.
  - b. The policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
3. 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 (C) (1).
4. Notifying the employee in the statement required by paragraph (C) (1) that, as a condition of employment under the contract, the employee will:
  - a. Abide by the terms of the statement.

- b. 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.
5. Notifying the Sub-recipient in writing ten (10) calendar days after receiving notice under subparagraph (C) (4) (b) from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/grant.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (C) (4) (b), with respect to any employee who is so convicted.
  - a. 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.
  - b. Requiring 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.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

**NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37).**

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Innovation Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against 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;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

**CERTIFICATION & SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. This sworn statement and certification is submitted to CareerSource Suncoast by:

**Ron Natale**

(Print Individual's Name & Title)

for **Educational Management and Services FL., LLC**

(Print Name of Sub-recipient Submitting Sworn Statement)

whose business address is **231 SW Red Maple Way, Lake City FL., 32024**

and its Federal Employer Identification Number is **refer to W-9**

2. 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, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. 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 as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. 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.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any 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 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies, **CHECK ONE ONLY**):

*RDN*  
RDN  **RDN** 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.

*RDN*  
N/A ~~RDN~~ 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.

*RDN*  
N/A ~~RDN~~ 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. 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 Provider list. (attach a copy of the final order).

I UNDERSTAND THAT I AM REQUIRED TO INFORM CAREERSOURCE SUNCOAST PURSUANT TO FLORIDA STATUTES 287 OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

The Sub-recipient will comply with all applicable requirements of all other Federal Laws, executive orders, regulations, and policies governing the program(s) associated with this contract.

**Ron Natale, President**

Name and Title of Authorized Representative

*Ron Natale*  
Ron Natale (Jun 2, 2023 08:47 EDT)

Signature of Authorized Representative

**Educational Management and Services FL, LLC**

Sub-recipient

06/02/2023

Date