

AGREEMENT FOR NON-PROFIT AGENCY SERVICES

THIS AGREEMENT (“Agreement”) is entered into by and between Manatee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Suncoast Workforce Board, Inc. DBA CareerSource Suncoast, a not-for-profit corporation, existing under the laws of the State of Florida, hereinafter referred to as the "Agency.”

WHEREAS, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged or at-risk residents of Manatee County, Florida, to promote the general health, safety, and welfare; and

WHEREAS, the Agency is a not-for-profit corporation organized under the laws of the State of Florida for the purpose of providing social support services to disadvantaged or at-risk residents of Manatee County, Florida; and

WHEREAS, it is in the best interest of the health, safety and welfare of the residents of Manatee County, Florida, and serves a valid public purpose, for the County to enter into this Agreement with the Agency to provide funding for the “Program” of services, as further defined herein, to be provided by the Agency to residents of Manatee County.

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

ARTICLE 1: SCOPE OF SERVICES. The Agency covenants and represents to the County that the Agency shall provide the services in accordance with and as described in this Agreement and Attachment A, hereinafter referred to as the "Program."

ARTICLE 2: ATTACHMENTS. The Agency shall comply with the terms and conditions of the following documents which are attached and made a part of this Agreement:

Attachment A - Program

Attachment B - Payments and Supporting Documentation

Attachment C - Special Conditions

Attachment D - Certificate of Insurance

Attachment E - Program Standards

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any attachment hereto, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the attachment specifically states that it shall prevail pursuant to this Article 2.

ARTICLE 3: PAYMENT FOR SERVICES. The Agency shall be paid by the County in accordance with Attachment B for the provision of the Program. No agent or employee of the

County may authorize an increase in the amount listed in Attachment B. Any increase must be authorized in writing pursuant to a written amendment to this Agreement approved by the Agency and the Board of County Commissioners of Manatee County, Florida, (“Board”) on behalf of the County. If the Agency fails to comply with the terms of this Agreement, including, but not limited to, timely submission of required documentation, forms or information, the processing of payments may be delayed, or this Agreement may be terminated.

ARTICLE 4: TERM; AVAILABILITY OF FUNDING.

i. Unless terminated as provided herein, this Agreement shall remain in full force and effect and shall commence on October 1, 2025, and end on September 30, 2026 (“Term”).

ii. The obligations of the County under this Agreement (including without limitation the obligation of the County to pay the amount set forth in Attachment B) are subject to the availability of funds lawfully appropriated by the Board.

ARTICLE 5: TERMINATION.

i. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days’ written notice of intent to terminate.

ii. This Agreement may be terminated by the County (a) if the Agency fails to comply with the terms and conditions of this Agreement and does not correct and cure such failure to comply within thirty (30) calendar days after receipt of notice from the County, through its County Administrator, or designee in accordance with Article 6 specifying the manner in which the Agency has failed to comply; or (b) immediately through its County Administrator, or designee, if at any time the County determines that the information submitted by the Agency is not true and correct. Upon sending written notice pursuant to (a) of this paragraph, the County may withhold payment until the Agency corrects and cures the failure. If the County terminates this Agreement pursuant to (b) of this paragraph, the County may seek to recover any funds paid to the Agency. Regardless of the manner in which the County elects to terminate the Agreement, the County may also exercise all remedies available pursuant to Article 19.

iii. Upon expiration or termination of this Agreement for any reason, the Agency shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. The Agency's final request for payment and other documents required shall be submitted to the County within thirty (30) calendar days after termination of this Agreement. The County shall not be responsible for any charges, claims or demands not received within the thirty (30) calendar day period.

iv. In the event that this Agreement encompasses more than one Program, any single Program may be terminated consistent with Article 5, Termination, and all terms and conditions

of this Agreement shall remain in full force and effect to the extent they apply to any Program(s) that have not been terminated.

ARTICLE 6: NOTICES; ELECTRONIC COMMUNICATIONS. All notices, approvals, claims, consents, demands, requests or other communications between the parties (“Notices”) shall be in writing. All Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) and addressed as provided in Attachment C. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or five (5) calendar days after mailing. Notices which are hand delivered or sent by certified or registered mail, return receipt requested are to be addressed as follows:

If mailed to the Agency: Suncoast Workforce Board, Inc.
Attn: CEO
3660 N. Washington Blvd
Sarasota, FL 34234

If by hand delivery: Suncoast Workforce Board, Inc.
Attn: CEO
3660 N. Washington Blvd
Sarasota, FL 34234

If mailed to the County: Manatee County Government
Community and Veterans Services Department
Attn: Director
P. O. Box 1000
Bradenton, FL 34206-1000

If by hand delivery: Manatee County Government
Community and Veterans Services Department
Attn: Director
1112 Manatee Avenue West, Suite 510
Bradenton, FL 34205

ARTICLE 7: GENERAL CONDITIONS.

A: E-VERIFY.

i. The Agency, and any subcontractor thereof, shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees of the Agency or subcontractor in accordance with Section 448.095, Florida

Statutes. The Agency hereby represents and warrants that it has, and shall remain throughout the duration of this contract, registered with, and uses and shall continue to use, the E-Verify system. The Agency shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the Agency enters into a contract with a subcontractor, the subcontractor shall provide the Agency with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Agency shall maintain a copy of such affidavit for the duration of this contract.

ii. Pursuant to Section 448.095(5)(c)(3), Florida Statutes, the County is authorized to terminate this contract if it has a good faith belief that the Agency or subcontractor has knowingly violated section 448.09, Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

B: RESTRICTIONS ON FUNDING.

i. In compliance with Section 125.0156, no funds provided by the County pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

C: MAINTENANCE OF RECORDS; AUDITS.

i. The Agency shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by the County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. The Agency shall provide the County's Representative (as defined in Article 10) all necessary information, records and contracts required by this Agreement as requested by the County's Representative for monitoring and evaluation of the Program within three (3) calendar days following the date of such request, or as otherwise agreed upon with the County's Representative. The Agency's information shall be made available to the County for audit, inspection or copying during normal business hours and as often as the County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, the Agency shall provide requested records in a fashion which maintains confidentiality. The County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or the Agency made by any local, State or Federal agency. The Agency shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations. In the absence of any other requirement, such records and supporting documents shall be retained by the Agency for at least three (3) years after the termination of this Agreement.

iii. Prior to receiving any funds under this Agreement, the Agency shall provide an audit, compilation and/or review, not more than two (2) years old, from an independent certified public accountant registered in the State of Florida. However, if during the period of time commencing two (2) years immediately prior to the Effective Date and ending one (1) year after the Effective Date, the Agency has or expects to have a budget of \$1,000,000 or more, the Agency shall also submit an audited financial statement and related management letters received, not more than two (2) years old, from an independent certified public accountant registered in the State of Florida.

iv. The submission of documentation by the Agency shall serve as the Agency's certification and representation that the information contained therein is true and correct. The Agency recognizes that the County has relied upon or will rely upon audits provided by the Agency in making its determination to provide funds to the Agency in the manner provided in this Agreement.

v. All forms referenced in this Agreement not attached herein shall be provided or approved by the County's Representative and shall be completed and submitted by the Agency to the County as requested.

D: PUBLIC RECORDS. In accordance with Chapter 119, Florida Statutes, the Agency shall comply with Florida's public records laws and shall:

i. Keep and maintain public records required by the County to perform the Program.

ii. Upon request from the County's custodian of public records (identified below), provide the County 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, 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 for the duration of the Agreement term and following completion of the Agreement if the Agency does not transfer the records to the County.

iv. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the County to perform the Program. If the Agency transfers all public records to the County upon completion of this Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE NUMBER: (941) 742.5845

E-MAIL ADDRESS: LACY.PRITCHARD@MYMANATEE.ORG

**MAILING ADDRESS: MANATEE COUNTY GOVERNMENT,
ATTENTION: PUBLIC RECORDS CUSTODIAN, P.O. BOX 1000,
BRADENTON, FL 34206**

E: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally, the Agency covenants and agrees that no person shall on the grounds of race, creed, color, religion, disability, national origin, sex, gender, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by the Agency, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County in any manner that is in violation of any provision of the Constitutions of the United States and the State of Florida, or any applicable code, rules or laws. No person shall be excluded from participation in or be denied proceeds or benefits or otherwise be subjected to discrimination in the performance of this Agreement or the Program on the grounds of race, creed, color, religion, national origin, age, gender, or disability. The following statement informing of the provisions of Section 287.134(2)(a), Florida Statutes, is required to be included in this Agreement by Section 287.134(3)(a), Florida Statutes:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

The Agency warrants that it is not currently on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, and agrees to notify the County if placement on the discriminatory vendor list occurs. If subcontracting is allowed and occurs under this Agreement, the Agency agrees to include this provision in all subcontracts issued as a result of this Agreement.

F: LICENSES. The Agency shall obtain any licenses required to provide the Program and maintain full compliance with any licensure requirements. Copies of reports provided to or by any

licensing or regulatory agency shall be made available upon request of the County's Representative.

G: CONTRACTUAL LIABILITY. The relationship of the Agency to the County shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to the Agency or any of the officers, employees, personnel, agents, or subcontractors of the Agency any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Agency in connection with the Program or for debts or claims accruing to such parties. The Agency shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

H: SUBCONTRACTORS. The Agency agrees that the Program shall be provided by volunteers or employees of the Agency, and not by subcontractors. The Agency shall not subcontract any work under the Agreement without prior written consent of the County's Representative waiving this requirement in accordance with Article 17 of this Agreement. Nothing herein shall preclude employment of personnel through a lease or similar arrangement or contracts or leases for materials, supplies, facilities and other support services for the Agency's Program with the approval of the County's Representative.

I: NON-ASSIGNABILITY. The Agency may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.

J: AGENCY REPRESENTATIVES. The person(s) listed in Attachment C shall serve as the Agency's representative(s) ("Agency Representatives") and is/are hereby authorized to administer this Agreement on behalf of the Agency. The Agency's Representative(s) has/have been approved and authorized by the Agency's board of directors to act on behalf of the Agency for purposes of this Agreement. Agency may designate a different Agency's Representative by providing written notice to County's Representative with contact information for the new Agency's Representative on Agency letterhead, signed by Agency's board of directors.

K: AGENCY'S DIRECTORS. The Agency's paid staff shall not be a voting or elected member of the Agency's board of directors, and its directors shall not have, by virtue of their employment, recurring conflicts of interest between their employment and their legal duties to the Agency. To avoid conflicts in the contract monitoring process, no current officer or employee of the County's Community and Veterans Services Department may serve on the Agency's board of directors.

L: ANTI-HUMAN TRAFFICKING. The Agency shall provide the County with sworn affidavit signed by an officer of the Board of Directors or the Agency's Representative under penalty of perjury attesting that Owner does not use coercion for labor or services, such terms are defined in Section 787.06, Florida Statutes (Anti-Human Trafficking Affidavit). The Anti-Human

Trafficking Affidavit must be in the form provided by the County and be provided to the County prior to the County executing this Agreement.

M: PUBLIC ENTITY CRIMES. The following statement informing of the provisions of Section 287.133(2)(a), Florida Statutes, is required to be included in this LOI by Section 287.133(3)(a), Florida Statutes:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

The Agency warrants that its administration, staff, and Board of Directors are not currently on the convicted vendor list pursuant to Section 287.133, Florida Statutes, and agrees to notify the County if placement on the convicted vendor list occurs. If subcontracting is allowed and occurs under this Agreement, the Agency agrees to include this provision in all subcontracts issued as a result of the Agreement.

N: SCRUTINIZED COMPANIES. Section 287.135(2)(a), Florida Statutes, prohibits an organization from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the organization is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits an organization from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by the Agency that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. The Agency further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. The Agency acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may

subject it to civil penalties, attorney's fees, and/or costs. The Agency further understands that this Agreement with the County for goods or services of any amount may be terminated at the County's option if the Agency (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

O: FOREIGN COUNTRIES OF CONCERN. Under the requirements of Section 287.138, Florida Statutes, the Agency must provide the County with an affidavit signed by an officer of the Board of Directors or representative of the Agency under penalty of perjury attesting that the Agency is not owned by the government of a foreign country of concern, that a foreign country of concern does not have a controlling interest in the Agency, and that the Agency is not organized under the laws of or has its principal place of business in a foreign country of concern (Foreign Countries of Concern Affidavit). If this Agreement would grant the Agency access to an individual's personal identifying information, this Agreement shall not be effective unless and until the County receives the Foreign Countries of Concern Affidavit from the Agency. The Foreign Countries of Concern Affidavit must be in the form provided by the County and be provided to the County prior to the County executing this Agreement.

P: SUPPLANTING PROHIBITED. The Agency shall ensure that funding provided by the County pursuant to this Agreement is only used to supplement, not supplant or replace, existing funding sources.

The Agency shall cooperate with all County requests to monitor and ensure compliance with this prohibition on supplanting. The Agency shall reimburse the County any funds which the County reasonably determines to have been supplanted in violation of this Article.

Q: DATA BREACH NOTIFICATIONS. The Agency shall comply with all applicable data and privacy laws and regulations, including, without limitation, Section 501.171, Florida Statutes, and shall ensure that County data processed, transmitted, or stored by the Agency is not accessed, transmitted, or stored outside of the United States. The Agency shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Sections 501.171, 817.568, or 817.5685, Florida Statutes) that the Agency may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by the County. If applicable and requested by the County, the Agency shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including, without limitation, DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the County's Director of Information Technology. In the event of a breach of any of the Agency's security obligations, or other event requiring notification under applicable

law, the Agency shall (a) notify the County by telephone by calling (941) 742-5807 and 941-745-3750 and by e-mail to itspsc@mymanatee.org and cao@mymanatee.org of such an event within 24 hours of the determination of the breach, or reason to believe the breach occurred and (b) coordinate with the County to inform all such individuals in accordance with applicable law. The data breach notifications are an authorized exception to the Notice requirements contained in Article 6 of this Agreement. The Agency shall securely store and process information within compliant infrastructure in the United States of America.

R: OTHER OBLIGATIONS OF THE AGENCY.

i. The Agency shall use its best efforts to attend and participate in meetings regarding County funding, as requested by the County's Representative.

ii. The Agency shall maintain tax-exempt status under the Internal Revenue Code.

iii. The funds paid to the Agency by the County are not for the benefit of any individual but are provided to assist the Agency in developing and maintaining services deemed beneficial to the health, safety and welfare of the community. Matters contained in this Agreement such as target populations, client eligibility and unit of service costs whether covering all or a portion of the Agency's cost of providing the Programs, are provided to apportion payment to the Agency and represent the minimum level of service the Agency must provide during the term of this Agreement.

iv. Payment of County funds for this Program is for the actual expenses associated with the Program, and only for Program services actually rendered by the Agency. The parties acknowledge that payment for part of the cost of the Program may be available from other governmental or third-party sources. If the Agency receives such revenues which then exceed the actual Program cost, the Agency shall notify the County's Representative and shall coordinate the appropriate refund of County funds or reduction in County payments.

v. The Agency's bylaws shall be approved by the Agency's board of directors. The Agency shall provide the County with copies of the Agency's bylaws, and any amendments thereto upon request by the County's Representative.

vi. The Agency shall maintain all board of director's minutes, and any referenced financial, staff and other committee reports, and shall provide same to the County upon request by the County's Representative.

vii. With respect to Program files and/or individual client files documenting services:

1. The Agency shall make available to the County's Representative the contents of the files for review if requested.

2. The Agency shall have the following documents/information available during all site visits:

- a. Client Consent. The Agency shall present a signed Consent Form (as described in this Article) prior to any client file information being reviewed by the County's Representative. For records pertaining to minors, such form must be signed by the minor's parent or legal guardian. Records presented without a properly signed form shall not be considered by the County as documentation for proof of services rendered.
- b. Client Eligibility. The Agency shall maintain Program records that provide evidence of client eligibility to include the client's date of birth and residential street address (not a post office box address) of the client within Manatee County. For minors, a parent or legal guardian must provide evidence of child's birth date and residency.
- c. Program Services Documentation. The Agency shall maintain sufficient records to document units of service provided in accordance with the Program.

viii. The Agency shall allow the County's Representative to conduct site visits and otherwise periodically monitor and review the Program and the Agency's facilities in furtherance of the Program, and the Agency shall provide the County's Representative with any additional documents or information requested to adequately perform the aforementioned monitoring, properly review and act upon the Agency's payment requests, and conduct other Agreement related tasks.

ix. Because the Program is funded in whole or in part by the County, the Agency agrees to require each client receiving services (or parent or legal guardian of client where applicable) to execute a Consent Form pursuant to this Article.

1. Each Consent Form shall contain an acknowledgment of the client or parent/legal guardian that he/she understands that the County through its representative may request access to any or all of the Agency records relating to the Program and/or the delivery of services for the purposes of evaluating or monitoring the Program or delivery of service to the client, and that he/she consents to the release of records for these purposes.

2. Each Consent Form shall also inform the client or parent/legal guardian that to the extent records are provided to the County, same shall become public records and may, subject to any applicable state or federal exemptions, be inspected or copied by third persons.

3. The Consent Form shall be drafted by the Agency and must be reviewed and approved by the County's Representative prior to use.

4. The County's Representative may waive the Agency's obligations regarding furnishing Consent Forms for group educational and similar programs in accordance with Article 17 of this Agreement.

x. To the extent the Agency meets the definition of a "Covered Entity" as defined by the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), the Agency shall carry out its obligations under this Agreement in compliance with the record security and privacy regulations established by HIPAA to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed or learned as a result of its performance of the Program. In conformity, therewith, the Agency shall:

1. Not use or further disclose PHI except as permitted under this Agreement or required by law.

2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement.

3. Mitigate, to the extent practicable, any harmful effect that is known to the Agency of a use or disclosure of PHI by the Agency except as permitted by this Agreement.

4. Report to the County any use or disclosure of PHI not provided for by this Agreement of which the Agency becomes aware.

5. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the County and the Agency's compliance with HIPAA.

6. The Agency, its employees and agents are only permitted to use or disclose PHI related to treatment of a patient to which they provided care in accordance with HIPAA during its association with the County.

7. The Agency will compel employees and agents to sign acknowledgments of receipt of and understanding of all rules and regulations related to HIPAA.

8. The Agency will also take appropriate disciplinary actions against employees and agents who violate HIPAA regulations.

9. The Agency will ensure all relevant employees and agents will have been instructed in HIPAA compliance related to PHI records prior to performing in furtherance of the Program. The Agency shall be responsible for all costs and expenses for HIPAA training of its employees and agents.

10. Notwithstanding any other provision of this Agreement, the Agency agrees to hold harmless and indemnify the County from any civil or administrative action, fine or penalty resulting from a breach of patient privacy by the Agency, its agents or employees.

11. In addition to the foregoing, to the extent the Agency meets the definition of a "Covered Entity" or a "Business Associate" as defined by HIPAA, the Agency agrees to enter into a HIPAA business associate agreement with any Business Associate or subcontractor which will have access to PHI, and shall provide the County, upon the County's request, copies of same.

ARTICLE 8: INDEMNIFICATION. The Agency shall indemnify, keep and save harmless, and defend the County, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Program required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act or omission was caused through negligence of the Agency or its employees, or of the subcontractors or its employees, if any. The Agency shall pay all charges of attorneys and paralegals and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Agency shall, at its own expense, satisfy and discharge the same. Any performance bond or insurance protection required by this Agreement, or otherwise provided by the Agency, shall in no way limit the responsibility of the Agency to indemnify, keep, and save harmless and defend the County as herein provided. The indemnity hereunder shall continue until such time as any and all claims arising out of the Agency's performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, the County shall give notice thereof in writing to the Agency in accordance with Article 6 of this Agreement. Upon receipt of notice, the Agency, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Agreement shall be deemed to affect the County's right to provide its own defense and to recover from the Agency its attorneys' and paralegals' fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Section 768.28, Florida Statutes.

ARTICLE 9: INSURANCE. Without limiting any of the other obligations or liabilities of the Agency, the Agency shall, at the Agency's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type as set forth below. The Agency shall provide a Certificate of Insurance and applicable endorsement as evidence of coverages and make part of this Agreement as Attachment "D" to include: (1) Commercial General Liability in an amount not less than \$1,000,000 per occurrence and in the aggregate. Coverage must be under a per occurrence policy form; (2) Automobile Liability in an amount not less \$1,000,000 combined

single limit or \$500,000 bodily injury and \$500,000 property damage; (3) Workers' Compensation and Employers' Liability in compliance with the laws and statutes of the State of Florida and federal government.

"Manatee County, a political subdivision of the State of Florida," shall be named as an additional named insured in respects to: liability arising out of activities performed by or on behalf of the Agency, his agents, representatives, and employees; or automobiles owned, leased, hired or borrowed by the Agency. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

The Agency shall provide the endorsement that evidences the County being listed as an additional named insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists "Manatee County, a political subdivision of the State of Florida," as additional named insured; or (2) an endorsement can be issued that states that all certificate holders are additional named insureds with respects to the policy.

The Agency's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of the Agency's insurance and shall be non-contributory.

All rights of subrogation shall be waived against Manatee County for all losses and damage which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

Until such time as the insurance is no longer required, the Agency shall provide the County with renewal or replacement Certificates of Insurance not less than ten (10) days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available, the Agency shall, not less than ten (10) days prior to the expiration of any existing policy, provide the County with evidence of a binder proving continuation of coverage and a new certificate within thirty (30) days.

The Agency shall immediately notify the County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. The Agency shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the County's Representative. The County shall be under no obligation to pay the Agency for any services provided or for any costs associated with the Program for any period of time concurrent with any lapse in coverage.

The Agency agrees that the County does not waive its immunity, and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes or any other statutes, and the County expressly

reserves these rights to the full extent allowed by law.

The Agency agrees that the stipulated limits of coverage listed herein shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request or receive evidence of this insurance coverage shall not be construed as a waiver of the Agency's obligation to provide and maintain the insurance coverage specified.

ARTICLE 10: THE COUNTY REPRESENTATIVES; DELEGATIONS OF AUTHORITY. The Director of Manatee County's Community and Veterans Services Department or such other employee as may be designated in writing by the Director of Manatee County's Community and Veterans Services Department shall serve as the County's representative ("County's Representative") and is hereby authorized to administer this Agreement on behalf of the County and designate such additional employees as may be required to monitor the Agency's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. The Board hereby authorizes the Director of Manatee County's Community and Veterans Services Department and the County's Representative to perform all the respective tasks referenced in this Agreement. The County's Representative is hereby also authorized to approve or reject documents/information received from the Agency if not provided in a form deemed acceptable by the County's Representative, in his/her sole discretion. Disputes between the parties' respective representatives over the interpretation of any provision of this Agreement shall be referred to the Director of Manatee County's Community and Veterans Services Department or his designee for resolution.

ARTICLE 11: AMENDMENTS. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement approved by the governing bodies of both parties.

ARTICLE 12: SEVERABILITY. In the event that any portion of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining portions, which shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

ARTICLE 13: HEADINGS. All headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 14: CATASTROPHIC EVENTS. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by an epidemic, hurricane, pandemic, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other cause beyond the reasonable control of the party obliged to perform. In accordance with applicable law, the Agency shall not be compensated for any period in which Program services are suspended or discontinued as a result of such an event.

The County may review specific guidelines related to restarting Program services after a disaster to ensure the health and well-being of the citizens.

ARTICLE 15: DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties hereto, and nothing contained in this Agreement is intended or shall be construed to confer upon or give any authority, claim, duty, interest, liability, right, privilege, obligation, remedy, or benefit upon any third party, including without limitation any subcontractors of the Agency and any providers of promotional, advertising or other services, or goods, purchased by the Agency.

ARTICLE 16: CONSTRUCTION. This Agreement represents the full understanding of the parties. Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

ARTICLE 17: WAIVERS. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party, through its governing body or respective Representative, shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing, referencing this Article 17, with an express and specific statement of the intent of such party to provide such waiver.

ARTICLE 18: GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

ARTICLE 19: REMEDIES. In the event the County determines the Agency has not fulfilled the obligations contained in this Agreement, the County may require reimbursement for any or all funds paid to the Agency. The Agency shall reimburse the County the requested sum upon receipt of such a request; if the Agency fails to return the funds, the County may take any and all necessary legal measures to recover such funds, including without limitation any and all remedies available by law or in equity.

ARTICLE 20: LEGAL FEES AND COSTS. Each party hereto shall be solely responsible for paying its attorneys' and paralegals' fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Agreement.

ARTICLE 21: EFFECTIVE DATE. This Agreement shall take effect upon execution by

both parties hereto.

ARTICLE 22: AUTHORITY TO EXECUTE; ELECTRONIC SIGNATURES. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and that the person who has executed this Agreement on that party's behalf has been duly authorized and empowered by the party to do so. This Agreement may be executed by electronic signature in accordance with Florida law.

ARTICLE 23: YEARS, DAYS AND TIMES. The term "year" as used herein shall in all cases mean a consecutive twelve (12) month period of time. The term "day" as used herein shall in all cases mean a consecutive twenty-four (24) hour period running from midnight to midnight (also known as a calendar day). All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives, on the respective dates set forth below. The parties consent to the use of electronic signatures in accordance with Florida law.

AGENCY

Suncoast Workforce Board, Inc., DBA CareerSource Suncoast, a not-for-profit corporation, existing under the laws of the State of Florida



By: Anthony Gagliano (Jan 12, 2026 10:39:21 EST)

Signature

Printed Name: Anthony Gagliano

As: Vice President/Chief Operating Officer

Title

Date: 01/12/2026

COUNTY

MANATEE COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners



By: _____

Director

Community and Veterans Services

Date: 01/13/2026

**ATTACHMENT A
PROGRAM**

SUNCOAST WORKFORCE BOARD, INC. DBA CAREERSOURCE SUNCOAST
SUMMER YOUTH EMPLOYMENT PROGRAM

1. DESCRIPTION:
 - a. The Agency shall provide a summer youth employment program.
2. TARGET POPULATION:
 - a. The Agency shall serve youth ages 13-17 years old, who are “at-risk”, who are residents of Manatee County. Persons served by the Agency’s Program are hereinafter, collectively, “Clients” and individually, a “Client”.
 - b. Clients shall be deemed “at-risk” if one or more of the following applies: does not reside with a parent, latch-key youth, single-parent household, or economically disadvantaged defined as 200% or below the Federal Poverty Level or in a family that receives Temporary Assistance for Needy Families (TANF).
3. LOCATION/HOURS OF SERVICE:
 - a. Services will be provided at the following location(s):
 - i. State College of Florida, 5840 26th St West, Bradenton, FL 34207
 - ii. Various community employment locations within Manatee County, FL
 - b. Services will be provided at the following time(s):
 - i. Program hours are Monday through Friday, 8:00a.m. – 5:00p.m., excluding federal holidays.
 - ii. Clients may work outside the program hours based on the assigned work schedules.
 - c. The Agency is not permitted to change the locations or hours of service unless approved in writing by the County’s Representative after receipt of written request by the Agency to modify same.
4. SERVICES:
 - a. The Agency shall provide youth with training to obtain knowledge pertaining to employability skills, financial literacy skills, interviewing skills, communication skills, and mentoring. These services include but are not limited to resume building, mock interviews, job fair facilitation, I-9 assistance, and monetary incentives.
 - i. Service Descriptions:
 1. Initial Intake Appointment includes establishing client eligibility, completing employability paperwork, program documentation, and an introduction to program requirements.
 2. Power of You Workshop encompasses communication skills, financial literacy, interviewing skills, and mentoring.
 3. Job Fair promotes effective communication with employers, self-advocacy, and

- building confidence.
4. Employment Internship provides work-based learning opportunities for eligible clients.
 5. Graduation services recognize and support client program completion.
5. UNIT OF SERVICE: A Unit of Service shall be defined as program services provided per day per eligible client. No more than one unit of service per client per day.
6. RESULTS:
- a. Program results, approved by the County, shall be tracked and verified by the Agency.
 - i. Result/Target Statement: Of the 45 youth ages 13-17, who are “at-risk”, the Agency anticipates serving, 41 will get to the following result: Will gain the knowledge and skills to become gainfully employed through program-based assessments and activities.
 1. Milestone/Verification:
 - a. Client demonstrated maturity, eagerness, and commitment to participate in the program.
 - b. Client has applied for the program and provided documentation to verify their eligibility to work in the United States. Staff have documented the completion of the client’s program application and created an I-9, through Paylocity, that is stored within the client files.
 2. Milestone/Verification:
 - a. Client developed life skills, built confidence, and explored potential workforce strengths by attending and participating in the Power of You Workshop, facilitated by the Program.
 - b. Staff has confirmed and documented clients’ participation, a completed client survey, and clients attendance at the workshop. The client’s attendance is recorded on a sign-in roster and placed within the client’s file and within the program’s internal tracking practices.
 3. Milestone/Verification:
 - a. Client learned about a variety of community employers, the importance of self-advocacy, the process of speaking with employers, and gained experience with interacting with prospective employers by attending and participating in the program facilitated job fair.
 - b. Client provided prospective employers with an updated resume, asked appropriate questions to employers, and participated in job fair activities. Staff filed Client’s resume and any employer feedback within the Client’s physical file.
 4. Milestone/Verification:
 - a. Client gained knowledge and the ability to become gainfully employed.

- b. Client completed a program survey that highlights Client’s gained knowledge and program progress. Employer feedback, participation logs, and Client’s survey are filed within the Client’s file by program staff.
 - ii. Result/Target Statement: Of the 45 youth ages 13-17, who are “at-risk”, the Agency anticipates serving, 41 will get to the following result: Will become gainfully employed through the Agency’s Paid Work Experience program.
 - 1. Milestone/Verification:
 - a. Client demonstrated their employability skills through various means of communication, appropriate time management, work ethic, and a desire to be successful on the job. The Client identified career goals and highlighted individual strengths to the employer.
 - b. Staff have documented the client’s accepted position from an employer. Through the creation of a workplan between the Client and Employer, expectations, rules, and goals have been established. These documents are stored in the client’s file.
 - 2. Milestone/Verification:
 - a. Client maintained employment and demonstrated continued progress toward career goals as outlined in the work plan.
 - b. Staff has been in communication with the client and the employer to confirm Client’s employment status. Check-in reports are completed by both staff and client. Client has provided program staff with any work plan updates.
 - 3. Milestone/Verification
 - a. Client met or exceeded their goals within their work plan and the employer’s performance expectations, which supported the development of new skills, establishing professional connections, and securing potential future employment.
 - b. Staff have confirmed that client has met all employer requirements through noted communications, timecard allocations, and attendance records.
- b. The Agency is not permitted to modify the results, targets, verifications or milestones unless approved in writing by the County’s Representative in accordance with Article 17 of this Agreement after receipt of written request by the Agency to change same. The Agency’s written request to modify same shall include a logical analysis of the reason for modification.

ATTACHMENT B
PAYMENTS AND SUPPORTING DOCUMENTATION

SUNCOAST WORKFORCE BOARD, INC. DBA CAREERSOURCE SUNCOAST
SUMMER YOUTH EMPLOYMENT PROGRAM

The Agency shall be paid by the County an amount not to exceed 150,000 for the Program provided during the Term of this Agreement, as specified below:

1. Units of Service
 - a. The Agency shall provide 855 total Units of Service, during the term of the Agreement.
2. Unit Rate
 - a. The Agency shall be paid by County for each unit of service provided in accordance with Article I, Attachment A, as follows:
 - i. The Agency shall be paid an amount of, but not to exceed \$150,000 by the County for the total of all hours defined under Program Services, in the amount of \$175.44 per unit of service.
3. Supporting Documentation
 - a. Payment Request Form:
 - i. To request payment by the County, the Agency shall complete and submit an Agency Payment Request Form (provided below) to the County's Representative monthly in accordance with Attachment C.
 - b. Unit Tracking Form:
 - i. The Agency shall create and submit for review and approval by the County's Representative in accordance with Attachment C a Unit Tracking Form reporting the Units of Service performed during the reporting period and containing, at a minimum, the following information:
 1. Name of the Agency and Program
 2. Month and year service was rendered
 3. Client identifier, dates of service, location
 4. Total units of service per client for the reporting period
 5. Total units of service requested for the reporting period
 - ii. Once the Unit Tracking Form prepared by the Agency has been approved by the County's Representative, the Agency shall complete the same and submit it to the County on a monthly basis in accordance with Attachment C and with its monthly Payment Request Form.
 - iii. Documents, forms and information referenced in this Attachment B shall be submitted to the County in accordance with Attachment C.
 - iv. The processing of payments may be delayed due to the submission of inaccurate Unit Tracking Forms.

4. Cumulative Payment Cap

- a. The Agency shall be paid monthly for the actual number of units of service it has provided and documented.
- b. The aggregate of all payments by the County to the Agency in accordance with this Agreement shall not exceed the amount listed on the respective dates below:

Oct 31, 2025	N/A	Apr 30, 2026	\$ 85,712
Nov 30, 2025	N/A	May 31, 2026	\$107,140
Dec 31, 2025	N/A	Jun 30, 2026	\$128,568
Jan 31, 2026	\$21,428	Jul 31, 2026	\$150,000
Feb 28, 2026	\$42,856	Aug 31, 2026	N/A
Mar 31, 2026	\$64,284	Sep 30, 2026	N/A

5. Submission Date

- a. It is recommended that the Agency Payment Request Forms be submitted to the County by the fifteenth (15th) day of each month. The Agency payment requests are processed in the order that they are received by the County.

6. Final Payment Request

- a. The Agency shall have until thirty (30) days after expiration or termination of the Agreement to submit to the County a final and complete the Agency Payment Request Form, unless extended by the County's Representative for good cause. The County shall not be responsible for the payment of any charges, claims or demands of the Agency not submitted to the County on the Payment Request Form by the thirtieth (30th) day after expiration or termination of the Agreement.

7. Correction of Errors in Payment Requests

- a. The Agency hereby authorizes the County through the County's Representative to correct any errors identified by the County's Representative in Payment Requests submitted by the Agency with written notice of same by the County's Representative for the sole purposes of preventing delay in payment processing.



NON-PROFIT AGENCY PAYMENT REQUEST FORM
October 1, 2025 – September 30, 2026

AGENCY: Suncoast Workforce Board, DBA CareerSource Suncoast

AGENCY REMITTANCE ADDRESS (Enter Street or P.O. Box, City, State, Zip Code for sending payments)

3660 N. Washington Blvd, Sarasota FL 34234

PROJECT NUMBER: 104-0015009-582000

PROGRAM: Summer Youth Employment Program

PAYMENT REQUEST FOR MONTH OF: _____

SECTION 1: AGENCY PAYMENT REQUEST

(1)	(2)	(3)	(4)
REQUEST THIS PERIOD	TOTAL FUNDING	REQUESTED YEAR-TO-DATE	BALANCE OF FUNDS
\$	\$150,000	\$	\$

SECTION 2: CLIENT SERVICES

(5)	(6)	(7)	(8)	(9)	(10)	(11)
UNIT COST	UNIT CONTRACT TOTAL	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
\$175.44	855				%	%

SECTION 3: SUPPORTING DOCUMENTATION

Attach: Documentation as required in ATTACHMENT B, PAYMENTS.

PREPARED BY: _____ DATE: _____

I attest that the information presented in this Agency Payment Request Form is true and accurate to the best of my knowledge and all client files contain the approved eligibility verification. The Agency recognizes that the County has relied upon, or will rely upon, information provided herein by the Agency in making its determination to provide funds to the Agency, and if at any time, the County determines that the information submitted is not true and correct, the County may immediately terminate the funding agreement and seek to recover any funds paid to the Agency.

AUTHORIZED SIGNATURE: _____ DATE: _____

(Submit with unit tracking report and supporting documentation.)

DO NOT WRITE BELOW THIS LINE

COMMUNITY AND
VETERANS SERVICES
CONTRACT MANAGER: _____ DATE: _____

**ATTACHMENT C
SPECIAL CONDITIONS**

**SUNCOAST WORKFORCE BOARD, INC. DBA CAREERSOURCE SUNCOAST
SUMMER YOUTH EMPLOYMENT PROGRAM**

1. Agreement Reporting Deliverables:

- a. The Agency shall submit the following reports quarterly as instructed by the County Representative (or by electronic mail or other electronic means, including, without limitation, by way of posting to a secure website) and retain verification on site for review upon request by the County:

Quarterly Report Due Dates			
Quarter 1 (Oct-Dec)		Quarter 2 (Jan-Mar)	
Due: Jan 30, 2026		Due: Apr 30, 2026	
Quarter 3 (Apr-Jun)		Quarter 4 (Jul-Sep)	
Due: Jul 30, 2026		Due: Oct 30, 2026	
Title		Requirement/Description	
i.	Program Revenue & Expenditure Report	All actual Program revenue (by source) and actual expenditures (by line item).	
ii.	Program Results Report	All Program result(s), target(s), and milestones for the Clients served during the Term of this Agreement updated quarterly with cumulative data.	
iii.	Demographics Report	All unduplicated Clients receiving services during the Term of this Agreement updated quarterly reporting cumulative totals outlining the following demographics: gender, race, age, and residential zip code of the client.	
iv.	Additional Information Report	<ul style="list-style-type: none"> • Any anticipated difficulties meeting contractual requirements pursuant to the Agreement by the end of the contract year, • All names and positions/titles of direct staff for the Program and changes in staffing during the quarter (including vacancies or changes which affect the Program). Include confirmation that E-Verify has been completed for all new staff that have started on or after July 1, 2023, • Anticipated program schedule for the next quarter, • Total number of unduplicated Clients served for the quarter, total number of unduplicated Clients served to date for the Term of the Agreement. • Other items as needed. 	

2. Documentation: The Agency shall submit the following documentation to the County:

Other Documents Required		
Title		Requirement/Description
a.	E-Verify	In accordance with Article 7, Agency or its subcontractor(s) has registered and uses the E-Verify system to verify the work authorization status of all new employees of the Agency or subcontractor. Copy of E-Verify Company Information Page and any employee certifications not previously submitted.
b.	Insurance	In accordance with Article 9 of this Agreement: i. Certificate of Insurance. ii. Evidence of a binder proving continuation of coverage not less than one (1) day prior to expiration of any existing policy and a new certificate as reasonably soon as possible.
c.	Financial Audit	Financial audit, compilation and/or review in accordance with Article 7 of this Agreement.
d.	Consent Form	Within thirty (30) days after the Effective Date of the Agreement, the Agency shall draft and submit a proposed Consent Form to the County's Representative in accordance with Article 7 of this Agreement. The form must be approved by the County's Representative prior to use.
e.	Client Eligibility Verification	In accordance with Article 7 of this Agreement.
f.	Payment Request Documentation	In accordance with the payment schedule defined, submit the Unit Tracking Form, Payment Request Form, other documentation required for payment processing.
g.	Licenses	Not Applicable
h.	Accreditation/ Counseling Standards	Not Applicable
i.	Out of School Time Standards	Not Applicable
j.	Monetary Incentive Documentation:	Such documentation shall be provided monthly. Documentation should provide the total incentive payment provided to each client for their paid internship. Agency records must indicate proof that each client received their payment.

3. Site Inspections: The Agency shall permit the County, its officers, agents, and employees to conduct periodic site inspections, scheduled or unscheduled, of all locations utilized in furtherance of the Program to verify compliance with this Agreement. The Agency's officers, employees and volunteers shall cooperate with the County to ensure such site inspections provide the County with the access and information needed to verify the Agency's compliance.
4. Remedies: If the Agency fails to comply with the terms of this Agreement, including, but not limited to, timely submission of required documentation, the processing of payments may be delayed or this Agreement may be terminated. Required documentation includes, but is not limited to, financial audit, compilation and/or review; licenses; tax-exempt status; bylaws; Consent Form; Certificate(s) of Insurance; Payment Request Form, Monthly Unit Tracking Form, Additional Information Form; and Quarterly Reports.
5. Agency's Representative: The person(s) listed here are the Agency's Representative(s):

Joshua Matlock, Executive Director
Mailing Address: 3660 N. Washington Blvd
Sarasota, FL 34234
Physical Address: 3660 N. Washington Blvd
Sarasota, FL 34234
Phone Number: 941-803-4568
Email Address: jmatlock@careersourcessc.com

Anthony Gagliano, Vice President and Chief Operating Officer
Mailing Address: 3660 N. Washington Blvd
Sarasota, FL 34234
Physical Address: 3660 N. Washington Blvd
Sarasota, FL 34234
Phone Number: 941-343-8819
Email Address: agagliano@careersourcessc.com

Notice from the County to any one of the Agency's Representatives constitutes notice to all of the Agency's Representatives.

6. Waivers:
 - a. Subcontractors. Pursuant to Article 2 of the Agreement, the provisions in this paragraph and its subparagraphs shall prevail over any conflicting language in the body of the Agreement. The Agency may retain subcontractors to provide services in furtherance of the Program provided:
 - i. The Agency furnishes a copy of this Agreement to every prospective subcontractor prior to entering into any subcontract.

- ii. All subcontracts between the Agency and its subcontractors related to the performance of Program specifically state that they are subject to all provisions of this Agreement.
- iii. The Agency ensures that all subcontracts conform to the terms and conditions of this Agreement.
- iv. A copy of this Agreement is attached to and incorporated within any subcontracts between the Agency and its subcontractor.
- v. The Agency makes available records related to any subcontract, upon request by the County's Representative.
- vi. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. (Section 448.095(5)(b), Florida Statutes).

The County's Representative may, but has no duty to, review proposed or executed subcontracts.

Any written consent or approval by the County's Representative regarding subcontracts or subcontractors shall not alter the Agency's obligation to fulfill all terms of this Agreement nor be construed as evidence of the County having approved of or deemed any subcontract compliant with the terms and conditions of this Agreement or Florida law.

ATTACHMENT D

Client#: 150149

SUNCWOR

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CBIZ Insurance Services, Inc. 1605 Main Street, Suite 1010 Sarasota, FL 34236 941 960-8778	CONTACT NAME: Susan Campbell PHONE (A/C, No, Ext): 941-960-8778 FAX (A/C, No): 941-960-8787 E-MAIL ADDRESS: certrequest@cbiz.com														
INSURED Suncoast Workforce Board, Inc. DBA CareerSource Suncoast 3660 N Washington Blvd Sarasota FL 34234	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Philadelphia Indemnity Insurance Co.</td> <td>18058</td> </tr> <tr> <td>INSURER B : Markel Insurance Company</td> <td>38970</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Insurance Co.	18058	INSURER B : Markel Insurance Company	38970	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2572569-009	07/01/2025	07/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$Excluded GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2572569-009	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (EA ACCIDENT) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB870841-009	07/01/2025	07/01/2026	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	MWC0227173-02	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liab			PHPK2572569-009	07/01/2025	07/01/2026	Occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Hired Car Physical Damage Comprehensive Deductible \$100 Collision Deductible \$1,000

CERTIFICATE HOLDER Manatee County Government 1112 Manatee Avenue West Bradenton, FL 34205	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE CBIZ Insurance Services, Inc.
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ATTACHMENT E
MANATEE COUNTY OUT OF SCHOOL TIME and COUNSELING STANDARDS

Not Applicable