

Services Agreement
 between
Gulf Coast Workforce Development Board, Inc. d/b/a
CareerSource Gulf Coast
 and
ManpowerGroup US Inc.

This Contract is made and entered into by and between the Gulf Coast Workforce Development Board, Inc., d/b/a CareerSource Gulf Coast hereinafter referred to as "CSGC," and ManpowerGroup US Inc. hereinafter referred to as "Contractor" for the purpose of providing a broad range of staffing services on an as needed basis.

In consideration of the mutual covenants and promises set forth herein, CSGC and the Contractor agree as follows:

1. TERMS OF THE AGREEMENT

The parties hereto agree that each of them may execute this Contract on different dates, but hereby acknowledge that this Contract shall begin on December 5, 2022 and remain in full force and effect until December 4, 2023, unless otherwise modified or terminated, regardless of the date of signature.

Option to extend the Term of the Agreement

CareerSource Gulf Coast shall have the option to extend the term of the contract. If CSGC exercises this option, the extended Contract shall be considered to include this option clause. The option periods that may be exercised are:

	Contract Period	
	From:	To:
Option 1	Dec 5, 2023	Dec 4, 2024
Option 2	Dec 5, 2024	Dec 4, 2025
Option 3	Dec 5, 2025	Dec 4, 2026
Option 4	Dec 5, 2026	Dec 4, 2027

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The exercise of an option to extend the period of performance is not guaranteed. The option to extend and the terms and conditions of the option shall be exercised at the sole and absolute discretion of CareerSource Gulf Coast.

CONTRACT TYPE AND PAYMENT

This is an Indefinite Delivery/Indefinite Quantity Contract and is subject to available funding. Total cost is not expected to exceed \$250,000 per year. The Federal awarding agencies and grant sources are U.S. Department of Labor (USDOL) Employment and Training Administration, CFDA Numbers 17.258, 17.259, and 17.278. These Workforce Innovation and Opportunity Act (WIOA) numbers are not exclusive as grant funding sources can change throughout the contract period.

- 2.1. Funding during the contract period may be adjusted at the sole and absolute discretion of CSGC. Payment made by CSGC to Contractor under this Contract will be cost reimbursement for actual costs expended during the Contract Period not to exceed the values identified in individual Temporary Work Hire Request(s) plus Contractor burden and Administration and Profit as stated below.
- 2.2. For this contract, for our Internship/Work Experience program, Workers' Compensation is covered by the State of FL in accordance with FL Statute 445.009(11). Therefore, Contractor agrees to not bill for Worker's Comp. Contractor burden and Administration and Profit shall not exceed 23% for clerical positions and 23% for industrial/laborer positions sourced by CSGC.
- 2.3. CSGC will set the hourly wages paid for all positions unless otherwise stated. All other burden rates such as, Unemployment Compensation, FICA, Medicare, etc. will be identified and agreed upon following identification of worker requirements by CSGC. The Contractor agrees that their rate includes safety training. Contractor will be reimbursed \$35 for the cost of background checks, and \$25 for drug tests.
- 2.4. Payment(s) of all fees for services will be contingent upon demonstration that the negotiated performance deliverables have been successfully accomplished to CSGC's satisfaction, and submittal of an invoice with acceptable supporting documentation. Payment terms are net 30 days. Completion of a vendor registration will be required.

3. **SCOPE OF WORK** **GENERAL**

The Contractor acknowledges this contract does not preclude CSGC at its sole and absolute discretion from seeking or hiring staff using its own resources. CSGC has total discretion in selecting the appropriate contractor to provide the staffing required at the time needed.

Time is of the essence with respect to performance of the services to be provided under

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this agreement. With respect to overall staffing services provided the Contractor shall:

- 3.1. Be licensed to conduct business in Bay, Franklin and Gulf Counties in Florida. During a normal business week, Contractor staff shall be available for assistance between the hours 9:00 am and 4:00 pm Central Time Monday through Friday (minimum) with the ability to handle inquiries during those business hours (including lunch hour). During any emergency, or natural disaster (e.g., hurricane, flooding, etc.) the Contractor may be required to be available beyond these parameters.
- 3.2. Designate a primary point of contact that will be responsible for day-to-day management of the contract, supervising delivery of services, coordinating with CSGC staff, responding to CSGC requirements, and contract reporting.
- 3.3. As requested, conduct a state level background check covering criminal; driving history where both parties agree it is applicable to the position; social security number verification, and sexual offender. Additionally, and as requested, provide for a minimum of a 5 Panel drug test on individuals employed under the contract. Additional Panels may be requested by CSGC. Designated CSGC staff shall be notified of employment eligibility based on the results of these screenings. Specific documentation shall be retained by the Contractor.
 - 3.3.1. Criminal information must be obtained from the Florida Department of Law Enforcement.
 - 3.3.1.1. The criminal background check must, at a minimum, include an investigation for, and review of, any (i) state and federal felony convictions; (ii) misdemeanor convictions; (iii) any crimes in violation of the Violent Crime Act of 1974; and (iv) any pending deferred adjudications with respect to (i) or (ii).
 - 3.3.1.2. Employment of, or disputes by, participants with positive drug tests will be handled in accordance with Contractor policy.
- 3.4. Maintain accurate auditable records, including, but not limited to, records, timesheets, activity logs, invoices, or other expense records, which are the basis of charges for any fees, expenses or other charges to CSGC under the contract.
- 3.5. All records attributable to the contract shall be maintained for a minimum period of 5 fiscal years after all applicable audits have been released. Have the availability of financial resources sufficient to sustain payrolls and the associated time lag between payment and reimbursement.
- 3.6. Have an accounting, payroll and reporting system in place that meets the needs of CSGC requirements. Minimum requirements include the ability to segregate and track payroll costs between individuals by funding streams and/or program as directed by CSGC.
- 3.7. The Contractor shall provide weekly and fiscal year electronic reporting of cumulative

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hours worked and cost data per individual. The format and content shall meet CSGC requirements.

- 3.8. The Contractor will be responsible for submitting properly documented invoices for services rendered to CSGC on either a weekly or a bi-weekly basis to:

Janine Dexter, Finance Director
CareerSource Gulf Coast
5230 W. US Highway 98
Panama City, FL 32401
email: jdexter@careersourcegc.com

- 3.8.1. Weekly timekeeping records will be utilized for each temporary employee under the contract
- 3.8.1.1. Time and attendance records must be approved by the designated worksite employer supervisor.
 - 3.8.1.2. All invoices must be supported with Time and Attendance records and applicable vendor invoices for approved safety supplies, uniforms, and tools.
- 3.8.2. Invoices also require an itemized payroll register to be attached that includes, at a minimum, the following information. The format and content shall meet CSGC requirements.
- 3.8.2.1. Employee name, ID number, hire date, job title, worksite
 - 3.8.2.2. Pay period, check date, and check number
 - 3.8.2.3. Hourly rate of pay
 - 3.8.2.4. Current week and year-to-date hours worked
 - 3.8.2.5. Current week and year-to-date gross earnings, deductions, and net pay
- 3.8.3. Invoices require a separate line item for each employee paid indicating hours worked, hourly rate of pay, bill rate, and total cost.
- 3.8.4. CSGC retains the right to require Contractor to submit only weekly invoices and to seek clarification of costs or to request additional supporting documentation prior to approval of payment of the invoice.
- 3.9. The Contractor will be required to submit a pricing schedule summary to corroborate the bill rates for each employment position.
- 3.10. The Contractor will be required to substantiate its liability, unemployment and workers compensation experience rates, and benefits (if applicable), to CSGC in January of each year of contract performance.
- 3.11. The Contractor will allow substantiate its liability, unemployment and workers compensation experience rates, and benefits (if applicable), to CSGC and to any state or federal agency funding the work program upon request.

3.12. Perform all services in accordance with customary, reasonable, and prudent industry standards of care. Resolve all billing issues within 7 days.

4. SCOPE OF WORK

EMPLOYER OF RECORD SERVICES - Temporary Staffing

The Contractor shall provide staffing services as an Employer of Record for participants enrolled under our Internship/Work Experience programs who are referred to the Contractor through the CareerSource Gulf Coast Career Centers.

Employer of Record services are generally required under federal workforce programs or when CSGC receives limited term grant funding under federal programs. The assigned workers will be assigned by CSGC to identified worksite employers. CSGC may also be designated a worksite employer under certain circumstances. The assigned workers will work under the direction, control and supervision of the worksite employer. If the contract is later amended to include other funding sources it is understood these grants normally require a quick ramp up of personnel, particularly during an emergency recovery, and have specific employment eligibility requirements that must be met. Individuals classified by CSGC as participants under specific grants may require Contractor to account for them accordingly. It should also be noted that grant periods of performance are not standardized and may result in varying start and ending dates for programs during the term of a contract. In addition to Section 3, "Scope of Work - General" above the following staffing services are required:

4.1. It is CSGC's intent to provide outreach, recruitment and enrollment for individuals into specific grant programs through the CareerSource Gulf Coast Career Centers.

4.1.1. CSGC Career Center staff will determine and document program eligibility. Individuals will then be referred to the Contractor, as the employer of record, to complete employment requirements and documentation and place them with the CSGC identified worksite employer.

Onboarding must be available on a daily basis. Worksite agreements must be signed by the Contractor within 24 hours of request.

4.1.2. Contractor will make and document an initial and monthly in-person worksite visit to assess safe working conditions. The initial visit must be conducted in advance of the participant start date and must not delay the participant start date.

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- 4.2. Typical staffing requirements may include but are not limited to (1) General Office Worker (office/clerical/administrative/retail such as secretary, sales associate, general office assistant, social service aide, receptionists/clerk positions, etc.) and (2) General Laborer (laborer, groundskeeper, janitor, etc.) and (3) Humanitarian Worker (assisting with disaster services including food, clothing and basic needs, etc.), (4) Case Manager or Supervisor.
- 4.3. Contractor shall acknowledge that any individual employed under the above circumstances is an employee of the Contractor and shall expressly inform all individuals of their status prior to commencement of their work assignment.
- 4.4. In providing Employer of Record services, the Contractor shall be an Equal Opportunity Employer and adhere to all federal, state and local laws in relation to its hiring process.
- 4.5. Contractor shall pay individuals based on current market standards. Such rate of pay information will be provided to the Contractor by CSGC or CSGC Career Centers.
- 4.6. Individual employees may also be limited by program grant requirements to maximum work hours and wages and/or maximum length of time with one worksite employer. These limits will be conveyed in writing by CSGC or CSGC Career Centers to the Contractor when applicable. Overtime is not allowed.
 - 4.6.1. The Contractor will be responsible for tracking the hours and wages and ensuring that the employee does not exceed the maximum level parameters.
 - 4.6.2. The Contractor is required to provide an advance notice to CSGC of when a grant program participant is within a "14-day period" of exhausting either their time participation or total wages limit.
 - 4.6.3. The Contractor shall be responsible for payment to the employee of any exceeded wage and hour limits however these costs are not a reimbursable expense payable by CSGC.
- 4.7. In some cases, under certain grant programs, the work site employer has the option of offering the employee permanent employment. In the event this occurs, there will be no Contractor placement fee charged to the individual, the work site employer or CSGC. In the event no offer of employment is made and the employee has not reached the maximums set forth in the grant requirements, the employee may either be placed with another employer or terminated by the Contractor as directed by CSGC.
- 4.8. Contractor will be required to conduct an orientation prior to an individual's assignment to a work site employer to include a review of the Contractor's

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policies and work site assignment requirements, including Contractor/ employee relationship; work standards and expectations; dress and business etiquette; and Contractor policies and procedures related to drug use and sexual harassment. Grant specific requirements will also be incorporated in the orientation as directed by CSGC. Upon mutual agreement of both parties to this contract CSGC staff may be trained to present such policies and work site assignment requirements to the individual hired.

- 4.8.1. Contractor shall ensure that the employee reports and is ready to work at the time and place specified by the worksite employer, with the worksite employer reserving the right to stop time on any employee who fails to:
 - 4.8.1.1. Perform assigned duties satisfactorily;
 - 4.8.1.2. Dress appropriately for an assignment;
 - 4.8.1.3. Comply with any federal, state or local regulations;
 - 4.8.1.4. Perform without disruption the activities of the worksite employer to which the temporary employee is assigned; and
 - 4.8.1.5. Perform in an acceptable manner in the judgment of the worksite employer.
- 4.9. At the termination of an assignment, the Contractor will be responsible for notifying the employee in a timely manner of assignment conclusion and completing all necessary termination documentation. Documentation includes, but is not limited to, an employee-signed statement acknowledging the actual date of termination. The Contractor is required to notify CSGC within 24 hours of participant termination.
- 4.10. The Contractor is responsible for completion of all federal and state required employment and tax forms. The Contractor will be solely responsible for the timely payment of all compensation for all individuals hired by the Contractor for temporary employment under the contract and be responsible for filing and payment of applicable state and federal taxes, workers compensation, unemployment insurance, payroll processing and COBRA deadlines.
 - 4.10.1. This Internship/Work Experience grant requires that Workers' Compensation is covered by the State of FL in accordance with FL Statute 445.009(11). Employees shall be deemed an employee of the state for purposes of workers' compensation coverage and are subject to the requirements of the drug- free workplace program.
 - 4.10.1.1. Contractor will ensure that all work-related injuries or illnesses in which medical attention will be sought, or work time will be lost, are to be immediately reported by the employee/intern to AmeriSys at the toll-free number: 1-800-455-2079. The employee will be asked to provide a code. The code is 2306. If possible, the employee is to be present for the call so the employee's injuries may be triaged, and the appropriate medical care is provided. NOTE: If it is an emergency, the company worksite supervisor should call

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911 first then call the staffing firm and the CSGC Case Manager and inform the intern to do the same if possible. The company should report the accident/injury on their OSHA log. Contractor will inform CSGC immediately should an accident or injury occur. Please inform the participant to notify the Contractor and their CSGC Case Manager.

- 4.11. The Contractor will be responsible for personnel matters such as distribution of pay checks and in coordination with CSGC designated staff, dealing with participants concerning their performance while on assignment to the work site employer.
- 4.12. To ensure program compliance, CSGC designated staff may provide oversight of the employee and work site employer at regular intervals.
- 4.13. The Contractor will work with CSGC designated staff to obtain all documentation necessary from a work site employer to meet reporting and reimbursement requirements.
- 4.14. In the event CSGC notifies the Contractor of an employee claiming to have not received the appropriate compensation, the Contractor will promptly contact said participant and attempt to settle any dispute(s) in good faith.
 - 4.14.1. In the event the Contractor is unable to promptly resolve any compensation dispute with any of the above-described individual(s), the Contractor shall provide a written explanation to CSGC of the dispute and the steps taken by the Contractor to resolve same.
- 4.15. At certain times, CSGC may require the Contractor to provide on-site staffing services at one or more of the CareerSource Gulf Coast Career Centers which are currently located in Bay, Franklin and Gulf Counties. Under these circumstances the on-site services would be temporary and typical office space will be provided with desk, Wi-Fi accessibility and limited access to phone, fax and copy equipment.
- 4.16. If approved in writing by the Executive Director of CSGC the Contractor shall identify, procure, and issue necessary equipment including safety equipment and communication devices (i.e. cell phones) needed for employees to do their job.
 - 4.16.1 All equipment determined necessary is a reimbursable expense at actual cost incurred. Receipts for any purchases are required and the Contractor is also required to maintain a log of all items issued and employees must sign

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and date documentation that they received the items.

4.17 Safety training for all hired workers will be conducted by the Contractor.

4.18 CSGC reserves the right at its sole and absolute discretion to recruit staff using whatever resources it deems to be in the best interest of the company.

5. **EMPLOYEE AT WILL**

All employees hired pursuant to this contract are intended by the parties to be an employee-at-will. Nothing in this contract is intended to create a contractual relationship between either CSGC and the employees or Contractor and the employees. The employees are neither intended nor incidental third-party beneficiaries to this contract.

6. **INSURANCE**

The Contractor shall, at its sole expense, maintain the following insurance. A certificate of insurance satisfactory to CSGC and evidencing the coverage must be presented to CSGC prior to commencement of services. All policies of insurance referenced herein will be primary and will include CSGC as an additional insured with the exception of Workers' Compensation. All policies will include provisions that the insurers waive the rights of recovery or subrogation against CSGC. CSGC shall be exempt from, and in no way liable for, any sum of money which may represent a deductible in any of the aforementioned insurance policies. The payment of such deductible shall be the sole responsibility of the Contractor.

6.1 **Liability Insurance:** A standard general liability insurance policy in the single limit amount of \$1,000,000 per occurrence and \$2,000,000 as an aggregate amount.

6.2 **Worker's Compensation:** Workers' Compensation or similar insurance which provides coverage to all temporary staff in at least the minimum statutory limits required by the state of Florida. (Note: Under this grant, workers' compensation for temporary staff is covered by the State.)

6.3 **Employee Fidelity Bond:** A company-wide blanket Employee Fidelity Bond intended to cover every employee authorized to receive or deposit funds under the contract, or issue financial documents! checks, or other instruments of payment of program costs. This bond shall be in the amount of \$100,000 or the highest planned single payment by the CSGC during the contract period, whichever is more.

6.4 **Motor Vehicle Insurance:** When using motorized vehicles in performance of actions authorized by this contract, the Contractor agrees to obtain Motor Vehicle Insurance coverage in the amounts of not less than \$500,000 property damage, and \$1,000,000 per person, per occurrence.

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6.4.1 The Contractor shall require and maintain proof of current motor vehicle insurance and vehicle registrations of all employees receiving any vehicle reimbursement expenses, including, but not limited to, mileage reimbursement.

7. LAWS AND REGULATIONS

The Contractor does hereby agree to comply with all applicable Federal, State and local laws, regulations and requirements which are in effect at the inception of this contract or as may be promulgated or amended during this life.

8. CONTRACT PROVISIONS INCORPORATED BY REFERENCE

This Contract incorporates one or more provisions by reference. with the same force and effect as if they were given in full text. The full text of the provision may be accessed electronically at the following addresses. This address list is not inclusive, and it remains the responsibility of the Contractor to research the related laws and regulations of prevailing legislation and policy.

United States Code (USC): <http://uscode.house.gov/download/download.shtml>

Code of Federal Regulations (CFR): <http://www.access.gpo.gov/nara/cfr/waisidx/>

Federal Register (FR): <http://www.gpoaccess.gov/fr/index.html>

Florida Statutes (FS): <http://www.leg.state.fl.us/statutes/>

State Workforce Board Guidance, Policy, Memoranda, Communiques, Monitoring Tools, etc. (Department of Economic Opportunity [DEO]):
<http://www.floridajobs.org/workforce-board-resources/policy-and-guidance/guidance-papers>

Executive Orders (EO): <http://www.archives.gov/federal-register/executive-orders/disposition.html>

Office of Management and Budget (OMB):
<http://www.whitehouse.gov/omb/circulars/index.html>

Federal Information Processing Standards (FIPS):
<http://csrc.nist.gov/publications/PubsFIPS.html>

Workforce Innovation and Opportunity Act: <http://www.doleta.gov/wioa/>

2 CFR, Chapter II, Part 200, and approved exceptions for DOL at 2 CFR Part 2900, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Workforce Innovation and Opportunity Act of 2014 (WIOA) - Public Law 113-128 and implementing rulemaking at 20 CFR § 603, 651, 653, 654, 658, 675, and 679 - 680

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Effect of Judgment Lien on Eligibility for Federal Grants, Loans or Programs (28USC § 3201(e))

New Restrictions on Lobbying (31 USC §1352, 29 CFR part 94 and 45 CFR 93)

Subpart C of 2 CFR Part 1326, "Governmentwide Debarment and Suspension" (Nonprocurement)."

29 CFR 98, 45 CFR 74 and EO 12549 and 12689, "Debarment and Suspension"

5 USC App.3 § 1 et seq (as amended) "Inspector General Act of 1978"

Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V. Sec. 5153, as amended by Public law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702; 29 CFR 94 and 45 CFR 82)

Contract Work Hours and Safety Standards (40 USC 3801 3708 as supplemented by USDOL regulations (29 CFR Part 5)

Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801-3812)

False statements (18 U.S.C. §§ 287 and 1001)

False Claims Act (31 U.S.C. 3729 et seq.)

FS 287.133 Public Entity Crimes

Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

29 CFR. Part 37 Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998

45 CFR Part 80, Nondiscrimination under programs receiving federal assistance through the department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964

42 USC 9849 - Prohibition of discrimination based on race, creed, color, etc., as basis for denial of financial assistance

42 U.S.C. 6101, et seq. The Age Discrimination Act of 1975 as amended, 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.

42 USC, 126 and 47 USC, 5, and Public Law 101-336 American with Disabilities Act of 1990, as amended.

Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq. and 42 U.S.C. sections 3601 et seq.

29 U.S.C. 794, Section 504 of the Rehabilitation Act of 1973 as amended

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20 U.S.C. 1681 et. seq Title IX of the Education Amendments of 1972 as amended
20 U.S.C. 6083 and Public Law 103277 Pro-Children Act.

Clean Air Act (42 U.S.C. §§ 7401 et seq.)

Clean Water Act (33 U.S.C. §§1251 et seq.)

Safe Drinking Water Act, as amended (PI 93-253

40 CFR part 15 Environmental Protection Agency regulations

PL 91-190 and EO 11514 National Environmental Policy Act; (EO 11738, EO 11988, 16 USC 1451 et seq. Coastal Zone Management Act; PL 94-163 Energy Policy and Conservation Act, Energy Efficiency; Endangered Species Act PL 93- 205):
The Contractor 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 Act.

Both parties agree that Attachments A-H are incorporated into this contract by reference.

9. **RELIGIOUS OR POLITICAL ACTIVITY AND NEPOTISM**

9.1. **Political Activity:** The Contractor shall ensure that no funds appropriated under this Contract are used for political, lobbying, legislative, or union-organizing activities.

9.2. **Nepotism:** The Contractor shall comply with Florida Statutes, if applicable, by ensuring that no officer, employee, or member of the Contractor's governing body shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person.

9.3. **Religious Activity:** The Contractor shall ensure compliance with all laws relating to the use of funds as they pertain to any legal prohibition against the support of any religious activity and agrees not to use funds in violation of any legal prohibition regarding religious activity.

10. **INTERRELATIONSHIPS OF CONTRACTORS**

CSGC may enter into other related contracts separate from the work to be performed under this Contract yet having links and interfaces to this Contract. The Contractor may be required to coordinate with other such contractor(s) through CSGC and/or designated representatives. The Contractor acknowledges that it is essential that all services be coordinated and shall provide all services necessary to facilitate the orderly progress of services, including attending meetings either in person or via teleconference, communicating with others as appropriate, and issuing reports that may be required through the term of this Contract.

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11. **COMPLETION OF PERFORMANCE**

Notwithstanding any termination of this contract, and unless otherwise agreed to in writing, Contractor's obligations shall continue with respect to any Work Experience Hire Requests (WEHR) entered in to with CSGC for the term of those WEHRs. The rights and obligations of the Contractor and CSGC respecting those WEHRs shall be governed by the terms of this contract as if such WEHRs had been completed during the effective term of this contract.

12. **DISPUTE RESOLUTION**

This Agreement is governed and construed according to the laws of the State of Florida, and the parties expressly submit to its jurisdiction and to the jurisdiction and venue of the Circuit Court of Bay County, Florida. The parties will use best efforts to negotiate to resolve all differences. Each party shall provide written notice to the other party of any dispute regarding this agreement. The receiving party must in turn respond in writing no later than 15 days from the date of receipt. The parties shall first attempt to resolve their dispute informally. If the parties are unable to resolve the dispute in this manner, the matter shall then be forwarded to a mutually agreed to third party for resolution, whose decision shall be final.

13. **NON-DISCLOSURE**

Contractor shall not at any time or in any manner, either directly or indirectly, disclose, publish or otherwise reveal information obtained by Contractor pursuant to this Contract to any other party without the prior approval of CSGC.

14. **AUDITS AND MONITORING**

Program specific monitoring and compliance audits shall be provided under circumstances and conditions required by laws or regulations that are applicable to the Terms and Conditions of this Contract. CSGC, USDOL, the Comptroller General of the United States, the State of Florida, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to a specific program under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. Audits shall be conducted in accordance with Generally Accepted Auditing Standards and shall be an independent certified audit only if required. Both parties agree to fully cooperate in all auditing and monitoring efforts and pay any reasonable amounts determined due under this Contract. Each party shall be entitled to contest any audit findings.

15. **ASSIGNMENT AND SUBCONTRACTS**

Contractor shall not assign or subcontract any of its duties or responsibilities beyond those identified in its proposal without the express written consent of CSGC. Subcontractors and/or suppliers are to be considered a direct expense payable by the Contractor. The Contractor shall be fully responsible

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for contract performance, regardless of any arrangement between the Contractor and its subcontractors and/or suppliers.

In the event that a majority of the shares of stock of Contractor are sold, assigned or conveyed, or that control of Contractor is otherwise transferred to an entity other than Contractor's current shareholder, CSGC shall have the right, in its sole and absolute discretion, to terminate this Contract.

16. TERMINATION

16.1 **Termination at Will:** CSGC may terminate this Contract by giving fifteen (15) days written notice to the Contractor with or without cause.

16.2 **Termination for Breach:** Upon breach by the Contractor, CSGC may terminate this Contract by giving written notice to the Contractor. This written notice of termination shall be sent via certified mail, return receipt requested.

16.2.1 CSGC reserves the right to grant the Contractor the opportunity to rectify the breach. CSGC may send a suspension notice and give the Contractor a specific time to respond with a corrective plan. Failure of the Contractor to respond with a corrective plan acceptable to CSGC may result in a termination notice to the Contractor effective from the time of the original suspension.

16.2.2 Waiver of a breach of any provision shall not be deemed a waiver of any other breach, and no waiver shall be construed to be a modification to any of the terms or conditions of this Contract.

16.3 **Termination Payment Provisions:** In the event of termination, CSGC shall be liable for payment only for services rendered or goods delivered prior to the effective date of termination and determined allowable under this Contract. Final billing for payment must be received by CSGC within fifteen (15) days of the termination date.

16.4 The provisions within this Contract do not limit CSGC's remedies at law or in equity.

17. NOTICES AND COMMUNICATION

The aforesaid termination notice, as well as all other notices, modifications, finance/invoice matters required herein, shall be considered *received* when delivered to:

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Contractor: Contact Name: Martina McDowell Title: _____
Company Name: ManpowerGroup US Inc.
Mailing Address: _____
City, ST, Zip Tallahassee, FL 32309
Phone: _____
Fax: _____
Email: martina.mcdowell@manpower.com

CSGG: Kimberly Bodine, Executive Director
CareerSource Gulf Coast
5230 W. US Highway 98
Panama City, FL 32401
Cell: 850.832.9962
Email: kbodine@careersourcegc.com

17.1 The Contractor shall notify CSGC in writing of any material change in its financial condition, which could significantly affect the Contractors ability to perform or comply with the provisions of this Contract, within three (3) business days. Notification may be made verbally only if followed by a written notification within five (5) business days of the Contractor's learning of the material change. Material changes include, but are not limited to the following:

- 17.1.1** Bankruptcy of the Contractor,
- 17.1.2** Resignation or transfer of key staff members,
- 17.1.3** Lawsuits or other legal action that may materially impact the financial viability of Contractor,
- 17.1.4** Official investigations of fraud or abuse on the part of Contractor's staff, officers, or directors, and/or
- 17.1.5** Theft or loss of funds or equipment that support the contracted activities.

18. MODIFICATIONS

This Contract may be modified at any time upon mutual agreement of the parties. The parties agree to modify or amend the Contract as necessary to comply with legislation, regulations, and policy directives; manage funding; and meet the needs of customers.

CSGC reserves the right to issue general notices unilaterally amending this Contract if it does not substantially, nor significantly, modify the scope and intent of work. Such notices will be accomplished by written communication amending the Contract or Contract modification.

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19. INTERPRETATION

This Contract incorporates Contractor's Proposal and all Attachments and will be interpreted collectively with no sections taken separately and apart.

20. AGREEMENT

The persons below attest authority to bind their respective party in a contractual agreement and indicate agreement with the terms and conditions of this Contract by their signatures hereto.

ManpowerGroup US Inc.

DocuSigned by:

By: George Kelly
Signature

December 13, 2022

Date

Printed Name/Title: George Kelly SVP Manpower US Markets

Address: 100 Manpower Place

City, St, Zip: Milwaukee, WI 53212

**Gulf Coast Workforce Development Board, Inc.
d/b/a CareerSource Gulf Coast**

By: Kimberly L. Bodine
Kimberly L. Bodine, Executive Director

Dec 13, 2022
Date

Address: 5230 W. US Highway 98
Panama City, FL 32401

Contract No. 2022Int

ATTACHMENT A

RELATIONSHIP DISCLOSURE FORM

This form must be completed by the Respondent.

In the event any information provided on this form should change, the Respondent must file an amended form on or before the date the item is considered by CareerSource Gulf Coast.

Part I: Information on Respondent

Legal Name of Respondent: George Kelly on behalf of ManpowerGroup US Inc.

Business Address: 100 Manpower Place, Milwaukee, WI 53212

Phone Number: 414-961-1000 Fax Number: _____

Part II:

Is Respondent a relative of any CareerSource Gulf Coast principal? ___ Yes No

Is any CareerSource Gulf Coast principal an employee of respondent? ___ Yes No

Is Respondent an employee of any CareerSource Gulf Coast principal? ___ Yes No

Is Respondent a business associate of any CareerSource Gulf Coast principal? ___ Yes No

If you responded "Yes" to any of the above questions, please state with whom and explain the relationship (use additional sheets if necessary): _____

Part III: Original Signature Required

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to the date of which CareerSource Gulf Coast awards a contract for temporary staffing services. In accordance with s.837.06 Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s.775.082 or s.775.083, Florida Statutes.

George Kelly SVP Manpower US Markets

Printed Name/Title of Person Completing Form

George Kelly
Signature

December 13, 2022

Date

ATTACHMENT B

WORKER'S COMPENSATION RELEASE

This unconditional release, waiver and hold harmless agreement is given by the undersigned to the Gulf Coast Workforce Development Board, Inc., as a specific condition of the undersigned performing work for the Gulf Coast Workforce Development Board as an independent VENDOR. It is the intent of the undersigned that the Gulf Coast Workforce Development Board rely on the statements made herein as being true, correct and all representations are predicated on the personal information and knowledge of the undersigned.

1. The undersigned is retained by the Gulf Coast Workforce Development Board, as an independent VENDOR as that term applies in the State of Florida and as interpreted by the Internal Revenue Code, as amended. The undersigned is in no way connected with, an employee of, or otherwise related to the Gulf Coast Workforce Development Board, in any manner except by and through an independent VENDOR relationship.
2. The undersigned hereby agrees that all employees or subcontractors hired by the undersigned to work on any project involving the Gulf Coast Workforce Development Board shall be covered by Worker's Compensation in accordance with the laws of the State of Florida as same may exist from time to time.
3. The undersigned for him/herself, his/her heirs, successors, assigns, employees, agents, subcontractors, employees of subcontractors and all of their successors, heirs, assigns and agents, warrants that no one shall file a claim for Worker's Compensation benefits by, through or against the Gulf Coast Workforce Development Board for which the VENDOR has been engaged through a contract to perform services.
4. The undersigned hereby agrees to indemnify, defend, save and hold harmless, the Gulf Coast Workforce Development Board from any and all liability of any nature whatsoever, without limitation, arising out of any Worker's Compensation claim filed by the undersigned, its employees, agents, heirs, successors, subcontractors, or the agents, employees, heirs or successors of such subcontractors and employees. This hold harmless agreement shall include, but not be limited to, the cost of judgment, settlement, investigation, attorney's fees, court costs and the like. It is specifically intended that this hold harmless agreement be broad in scope and without limitation, such that Gulf Coast Workforce Development Board is protected to the greatest extent allowed by law from any such claims.
5. The undersigned, for him/herself, his/her agents, employees, heirs, successors, assigns, subcontractors and the employee's, agents, successors or assigned of such subcontractors and employees hereby releases the Gulf Coast Workforce Development Board from any and all claims for Worker's Compensation Liability, or any other liability arising out of any injury on the job, without limitation or reservation.

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6. This waiver, release and hold harmless agreement is given by the undersigned to the Gulf Coast Workforce Development Board in contemplation of, and for the specific purpose of, releasing the Gulf Coast Workforce Development Board from any and all liability of any nature whatsoever resulting from injuries on the job-, or work-related injuries, or worker's compensation claims under the laws from the State of Florida as same may exist from time to time. It is specifically understood that the Gulf Coast Workforce Development Board shall have no such liability, and further that the undersigned is fully accepting, all such responsibility and liability.

7. This agreement is given freely, voluntarily, knowingly and intentionally by the undersigned without the exercise of force, coercion or undue influence by the Gulf Coast Workforce Development Board or any of its agents, employees, officers or any other person acting for, or on behalf of the Gulf Coast Workforce Development Board. The undersigned knows and understands the intent of this agreement and is aware of the legal implications of the same, and has had the advice of counsel, or alternatively has waived the advice of counsel and is proceeding notwithstanding same.

8. This agreement shall be construed in accordance with the laws of the State of Florida as may exist from time to time. The parties hereto agree to venue and jurisdiction in the courts of Bay County, Florida for the resolution of all disputes connected hereto. In any event of any litigation to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to recover actual attorney's fees and costs.

9. The foregoing terms and conditions constitute the entire agreement by and between the parties hereto. Any representations not contained herein shall be of no force or effect and shall be null and void.

10. In the event a court of competent jurisdiction shall determine any term or condition to be illegal, or otherwise unenforceable, the remaining terms and conditions of this agreement shall be given full force and effect to the greatest extent possible to carry out the stated intent of the parties.

ManpowerGroup US Inc.

Vendor

George Kelly SVP Manpower US Markets

Name and Title of Certifying Representative

DocuSigned by:

George Kelly
Signature of Certifying Representative

December 13, 2022

Date

ATTACHMENT C

PROPOSER CONTRACT CERTIFICATIONS

On behalf of the Proposer:

- A. The individual signing certifies that he/she is authorized to contract on behalf of the Proposer.
- B. The individual signing certifies that the Proposer is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Proposer.
- C. The individual signing certifies that he/she has read and understands all of the information in this agreement, including the information on the programs/grants/contracts/regulations and laws. Ignorance of the requirements will not relieve the Proposer from liability and obligations under the contract.
- D. The individual signing certifies that the Proposer and any individuals to be assigned to the agreement do not have a record of substandard work or found in violation of any state standards. If the Proposer or any individual to be assigned to the agreement has been found in violation of any state or professional standards at any time, this information must be disclosed.
- E. The individual signing certifies that the Proposer and any individuals to be assigned to the agreement have not been disbarred or suspended under Federal or State rulings from participating in receipt of funds under the agreement. The individual signing must also certify that the organization will not enter into contracts with subcontractors who are debarred or suspended from these transactions, nor are they presently retained by any of the Board's current service providers.
- F. The individual signing certifies that the Proposer will not use contract funds to lobby and will freely sign the attached Byrd Anti-Lobbying Certification (Attachment F).
- G. The individual signing certifies that the Proposer carries Worker's Compensation coverage for its employees and will freely sign the attached Worker's Compensation Release form (Attachment B).
- H. The individual signing certifies as to the Proposer's Federal Employer's Identification Number (FEIN) and will provide the number and the DUNS number to CSGC's Financial Department.
- I. The individual signing certifies that the Proposer is bound by federal, state or local affirmative action/EEO rules and that it has filed all required EEO reports to cognizant government agencies.

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J. The individual signing certifies that if there is a subcontract or partnership effort it must be fully explained and that signed certifications will be required by the Board from the principals of all firms.

K. The individual signing certifies that the Proposer will comply with requirements of the Gulf Coast Workforce Development Board, Inc., /dba CareerSource Gulf Coast's General Provisions and Assurances (Attachment H).

ManpowerGroup US Inc.

Proposer

George Kelly SVP Manpower US Markets

Name and Title of Certifying Representative

DocuSigned by:

George Kelly

Signature of Certifying Representative

December 13, 2022

Date

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

1. The Proposer certifies to the best of its knowledge and belief, that it and its principal:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal or state department or agency.
 - B. Have not within a three-year period preceding this proposal been convicted of 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 statement, or receiving stolen property;
 - C. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and
 - D. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to CSGC.

ManpowerGroup US Inc.

Proposer

George Kelly SVP Manpower US Markets

Name and Title of Certifying Representative

DocuSigned by:

George Kelly

Signature of Certifying Representative

December 13, 2022

Date

ATTACHMENT E

SWORN STATEMENT ON PUBLIC ENTITY CRIMES PURSUANT TO SECTION 287.133(3)(A); FLORIDA STATUTES

1. This sworn statement is submitted to: The Gulf Coast Workforce Dev. Board, Inc. d/b/a CareerSource Gulf Coast

by George Kelly SVP Manpower US Markets
(print individual's name and title)

for ManpowerGroup US Inc.
(print name of entity submitting sworn statement)

whose business address is 100 Manpower Place, Milwaukee, WI 53212
and (if applicable) its Federal Employer Identification Number is 46-1140696
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

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 to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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 after July 1, 1989, as result of a jury verdict, nonjury 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.

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5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the applicable statement which I have marked below is true in relation to the entity submitting this sworn statement.

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

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

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

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

DocuSigned by:
Signature: George Kelly Date: December 13, 2022
AAC97CEC9827477

ATTACHMENT F

BYRD ANTI-LOBBYING CERTIFICATE

Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)

APPLICABLE TO THIS CONTRACT: Yes: X No: ___

The undersigned Proposer certifies, to the best of his or her knowledge and belief, that:
(1) 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Proposer, ManpowerGroup US Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure.

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ManpowerGroup US Inc.

Proposer

George Kelly SVP Manpower US Markets

Name and Title of Certifying Representative

DocuSigned by:

George Kelly

Signature of Certifying Representative

December 13, 2022

Date

ATTACHMENT G

NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISION ASSURANCE STATEMENT

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:

- Section 188 of the Workforce Innovation & Opportunity Act (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/WIA Title I- Financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- 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 prohibiting discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;
- The American with Disabilities Act of 1990, P.L. 101-336 prohibiting discrimination in all employment practices, including the job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities; and

The Proposer also assures that it will comply with 29 CFR Part 37 and all other regulation implementing the laws listed above.

For construction contracts in excess of \$10,000, the Proposer will comply with Executive Order 11246 of September, 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and supplemented on Department of Labor regulations at 41 CFR Chapter 60.

Failure to comply with these provisions may result in termination of any contract or agreement with the Gulf Coast Workforce Development Board Inc. d/b/a CareerSource Gulf Coast-LWDB 4.

I certify that I have read the above statement and on behalf of ManpowerGroup US Inc. agree to comply fully with the provisions contained therein.

Contract No. 2022Int

ManpowerGroup US Inc.

Proposer

George Kelly SVP Manpower US Markets

Name and Title of Certifying Representative

DocuSigned by:

George Kelly

Signature of Certifying Representative

December 13, 2022

Date

ATTACHMENT H

GENERAL PROVISIONS AND ASSURANCES

The Gulf Coast Workforce Development Board Inc. d/b/a CareerSource Gulf Coast (CSGC) will not award a grant where the Proposer has failed to accept the GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this section. In performing its responsibilities under this agreement, the Proposer hereby certifies and assures that it will fully comply with the following:

By signing the agreement, the Proposer is providing the assurances and certifications as detailed below:

1. COMPLIANCE WITH POLICIES AND LAWS

The warranty of this Section specifically includes compliance by Proposer and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the provisions of the Workforce Investment Act of 1998, the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200. Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub agreements.

2. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS, SOLID WASTE

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, Proposer shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Proposer shall report any violation of the above to the contract manager. **Energy Efficiency:** The Proposer 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 (Public Law 94-163).

Proposer 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 project consistency with the approved State management program developed

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under the Coastal Zone Management Act of 1972 (16 U.S.C. 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 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Proposer will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

3. CONFIDENTIALITY

It is understood that the Proposer shall maintain the confidentiality of any information, regarding CSGC customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Proposer shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CSGC for purposes related to the performance or evaluation of the Agreement may be divulged to CSGC or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of the CSGC. No release of information by Proposer, if such release is required by Federal or State law, shall be construed as a breach of this Section.

4. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

CSGC, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

5. MONITORING

At any time and as often as CSGC, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative may deem necessary, Proposer shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Proposer's expense, at reasonable locations as determined by CSGC. Proposer shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from CSGC.

6. TERMINATION FOR DEFAULT/CONVENIENCE

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This modified agreement may be terminated as follows:

- a. Either party may request termination of modified agreement upon 30 days' prior written notice to the other party.
- b. CSGC may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
- c. CSGC may unilaterally terminate this modified agreement at any time that it is determined that:
 - i. Proposer fails to provide any of the services it has contracted to provide; or
 - ii. Proposer fails to comply with the provisions of this modified agreement; or
 - iii. Such termination is in the best interest of CSGC.
- d. Written notification of termination must be by registered mail, return receipt requested.

If Proposer disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to CSGC, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

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

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

ManpowerGroup US Inc.

Proposer

George Kelly SVP Manpower US Markets

Name and Title of Certifying Representative

DocuSigned by:

George Kelly

Signature of Certifying Representative

December 13, 2022

Date