

Services Agreement
between
Gulf Coast Regional Workforce Development Board, Inc.
d/b/a CareerSource Gulf Coast
and
Quality Labor Management, LLC

This Contract is made and entered into by and between the **Gulf Coast Regional Workforce Development Board, Inc., d/b/a CareerSource Gulf Coast** hereinafter referred to as "CSGC," and **Quality Labor Management, LLC** 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 October 26, 2018 and remain in full force and effect until September 30, 2019, 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	October 1, 2019	September 30, 2020
Option 2	October 1, 2020	September 30, 2021

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.

2. CONTRACT TYPE AND PAYMENT

This is an Indefinite Delivery/Indefinite Quantity Contract and is subject to available funding. The Federal awarding agencies and grant sources are: U.S. Department of Labor (USDOL) Employment and Training Administration, CFDA Number 17.277. This National Dislocated Worker Grant (NDWG) number is 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 Hurricane Recovery Work Hire Request(s) plus Contractor burden and Administration and Profit as stated below.
- 2.2. When Workers' Compensation is covered by the State of FL in accordance with FL Statute 445.009(11) Contractor Administration and Profit shall not exceed 23% for any position 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, Workers' Compensation, etc. will be identified and agreed upon following identification of worker requirements by CSGC. The Contractor will be reimbursed by CSGC at the rate actually paid by the Contractor for background checks and drug tests.
- 2.4. Contractor billable hourly rate for NDWG disaster services described below under Section 5 shall not exceed \$ 50 plus Contractor Administration and Profit of 23%
- 2.5. Contractor Temporary-to-hire fees described in Section 6 shall be as follows:
 - Temporary Employee working 0- 520 hours for CSGC: \$300 flat fee
 - Temporary Employee working 521 or more hours for CSGC: no fee
- 2.6. 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.

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 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. Regardless of the results or number of Panels requested, the Contractor will be reimbursed by CSGC at the rate actually paid by the Contractor for these expenses.
 - 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.
 - 3.4.1. All records attributable to the contract shall be maintained for a minimum period of 5 fiscal years after all applicable audits have been released.

- 3.5. 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 reporting of cumulative 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:

Deb Blair, Finance Director
CareerSource Gulf Coast
5230 W. US Highway 98
Panama City, FL 32401

- 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 background checks and drug screenings attached.
- 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, bill rate, and associated costs incurred for background check and/or drug screening.
- 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 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.

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 certain funded 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. Unless otherwise amended and agreed upon by both parties all individuals hired under this agreement shall be working on public property or with non-profit organizations performing humanitarian assistance. The assigned workers will be assigned by CSGC to identified worksite employers from the public or non-profit sector. 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.

- 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.)
- 4.3. 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.
 - 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

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, ready to work, at the time and place specified by the worksite employer, with the worksite employer reserving the right to reject or 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. Under certain grant requirements when Workers' Compensation is covered by the State of FL in accordance with FL Statute 445.009(11) the Contractor shall be informed by CSGC and employees shall be deemed an employee of the state for purposes of workers' compensation coverage and is subject to the requirements of the drug-free workplace program.

4.10.1.1. All work related injuries or illnesses are to be immediately reported by the Contractor to AmeriSys at the toll-free number: 1-800-427-3590. 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, Contractor is to call 911 first then call AmeriSys to report the incident.

- 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.

5. NATIONAL EMERGENCY GRANT (NEG) SPECIFIC REQUIREMENTS

The Contractor shall provide employer of record temporary staffing services for clean-up, restoration and humanitarian assistance to NEG designated communities in Bay, Franklin and Gulf Counties affected by an emergency or major disaster, such as a hurricane. Temporary jobs are limited to public and private non-profit agencies. Workers hired under a NEG funded project are subject to the governing rules and regulations at the time. Individuals must be paid the prevailing wage for the type of work in that labor market. Wage limitations are subject to change based on the circumstances and regulations at the time and shall be conveyed to the Contractor in writing.

Cleanup includes demolition, cleaning, repair, renovation and reconstruction of damaged and destroyed public and not-for-profit structures located within the disaster area. Humanitarian assistance includes distribution of food, clothing, and other assistance to disaster victims. Humanitarian assistance may be provided through temporary workers assigned to community-based and faith-based organizations as well as public agencies.

Typical staffing requirements may include but are not limited to (1) Traditional (2) Light Industrial as described above as well as (3) Heavy Industrial (laborer, backhoe or heavy equipment operator, etc.)

In addition to the above stated requirements for employer of record services in Section 4 above, the following services are NEG specific and will be required to be provided by the Contractor as determined necessary by CSGC.

5.1. 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. Billable hours for this task are considered a reimbursable expense. Billable hourly rates are as stated in Section 2 above.

5.1.1. 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 individuals receiving the items.

5.2. Safety training for all hired workers will be conducted by the worksite employer.

5.3. Under certain circumstances during national emergencies Contractor may be required to provide unique and extra ordinary services to meet the CSGC mission and goals. These services will be identified and agreed upon following identification of CSGC requirements. Billable hours for these services are considered a reimbursable expense at the hourly rate stated in Section 2 above.

5.4. During a major NEG natural disaster or other major event as determined by the CSGC Ex. Director, the Agency may be required to submit invoice documentation and payroll information in Microsoft Excel format as directed by CSGC.

6. SCOPE OF WORK

CSGC Temporary Staffing and Direct Hire – Permanent Staff

6.1. 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.

7. 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.

8. 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.

- 8.1. 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.
- 8.2. 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 some grant provisions, workers' compensation for temporary staff is covered by the State. CSGC would inform the Contractor in the event such a grant was awarded and applicable to this contract)
- 8.3. 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.
- 8.4. 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.
 - 8.4.1. 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.

9. 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.

10. **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, Communiqués, 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

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

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 (PL 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

11. RELIGIOUS OR POLITICAL ACTIVITY AND NEPOTISM

- 11.1. Political Activity: The Contractor shall ensure that no funds appropriated under this Contract are used for political, lobbying, legislative, or union-organizing activities.
- 11.2. 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.
- 11.3. 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.

12. 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.

13. 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

14. 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.

15. **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.

16. **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.

17. **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 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.

18. **TERMINATION**

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

18.2. 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.

18.2.1. 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.

18.2.2. 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.

18.3. 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.

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

19. **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:

Contractor: Michael Stanley, CFO and Vice-President of Administration
Quality Labor Management LLC
4035 W. 1st Street
Sanford, FL 32771
Phone: 407.936.3666
Fax: 407.936.2176
Email: MStanley@myqlm.com

CSGC: Kimberly Bodine, Executive Director
CareerSource Gulf Coast
5230 W. US Highway 98
Panama City, FL 32401
Cell: 850.832.9962
Email: kbodine@r4careersourcegc.com

19.1. The Contractor shall notify CSGC in writing of any material change in its financial condition, which could significantly affect the Contractor's 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:

- 19.1.1. Bankruptcy of the Contractor,
- 19.1.2. Resignation or transfer of key staff members,
- 19.1.3. Lawsuits or other legal action that may materially impact the financial viability of Contractor,
- 19.1.4. Official investigations of fraud or abuse on the part of Contractor's staff, officers, or directors, and/or
- 19.1.5. Theft or loss of funds or equipment that support the contracted activities.

20. 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.

21. **INTERPRETATION**

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

22. **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.

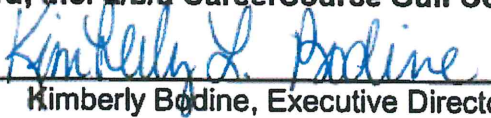
Quality Labor Management, LLC

By: 
Michael Stanley, CFO/Vice-President

11/1/2018
Date

Address: 4035 W. 1st Street
Sanford, FL 32771

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

By: 
Kimberly Bodine, Executive Director

Oct. 31, 2018
Date

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