



STAFFING SERVICES AGREEMENT – PY25

This Staffing Services Agreement (“**Agreement**”) is between CareerSource Central Florida (“**Client**”) and Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services (“**AppleOne**”).

AppleOne, Inc. formerly known as Howroyd-wright Employment Agency, Inc. dba AppleOne Employment Services

WHEREAS, AppleOne is in the business of providing the following “**Services**,” which include temporary staffing and direct hire services, as well as payrolling services and for purposes of this Agreement includes the Services in Exhibit B, incorporated herein by reference;

WHEREAS, Employees of AppleOne or any of its subcontractors who have been recruited by AppleOne or its subcontractor and then temporarily assigned to Client to perform services for Client shall be referred to herein as “**Temporary Personnel**”;

WHEREAS, Employees of AppleOne or any of its subcontractors who have been identified or recruited by Client and then payrolled and assigned by AppleOne or its subcontractor to perform services for Client shall be referred to herein as “**Payrolled Personnel**”;

WHEREAS, Collectively, Temporary Personnel and Payrolled Personnel are referred to as “**AppleOne Personnel**”; and,

WHEREAS, Client desires to retain AppleOne to provide one (1) or more Services.

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

**CLIENT WOULD LIKE THE FOLLOWING SERVICES PROVIDED BY APPLEONE:
PLEASE CHECK ALL APPLICABLE BOXES.**

- Temporary (including Temporary-to-Hire) Staffing Services
- Payrolling Services
- Direct Hire Services

In consideration of the parties’ mutual covenants, conditions, and promises contained herein, the parties agree as follows:

A. TERMS THAT APPLY TO ANY AND ALL SERVICES

1. Equal Opportunity Statement: AppleOne provides its Services in compliance with its obligations as an equal opportunity and affirmative action employer. AppleOne’s recruiting procedures are free of discrimination based on race, religion, ancestry, color, national origin, age, gender identity or expression, genetic information, marital status, medical condition, physical or mental disability, protected veteran status, sex (including pregnancy), sexual orientation, or any other characteristic protected by applicable federal, state or local laws. AppleOne also consider qualified applicants regardless of criminal histories, consistent with legal requirements.

2. Independent Contractor Status: AppleOne shall be considered for all purposes to be an independent contractor of Client and nothing in this Agreement shall be construed to create a partnership, employment relationship, joint venture or enterprise between AppleOne or its subcontractor and Client.

3. Background Checks: When requested by the Client, one or more of the following background check services may be procured by AppleOne on behalf of Client for AppleOne Personnel and billed to Client at AppleOne’s cost (without markup), with estimated turnaround times as follows: (1) Driver’s License background check with the State of Florida Department of Motor Vehicles (24-48 hours); (2) Driver’s License background check outside of the State of Florida (24-48 hours); (3) Criminal Background Check Level 1 (3-5 business days); (4) Criminal Background Check Level 2 for individuals working with youth or on a school campus (1-2 weeks); (5) five (5) Panel Drug Screen (48-72 hours; positive test results will be available within 72 hours pending review/discussion with such individual). To ensure compliance with the Fair Credit Reporting Act, AppleOne will not provide copies of such background check or drug screening results to

Client but will instead provide an attestation of completion of such services to Client. Background check services may be conducted by one or more of AppleOne's preferred, third-party vendors (e.g., A-Check Global). Client shall indemnify, defend and hold harmless AppleOne for any and all Losses arising from or related to i) the background checks or the performance thereof and ii) AppleOne's assignment of any AppleOne Personnel to Client, at Client's request, before the full completion of Client- or AppleOne- required background checks, including any legal requirements associated therewith. With respect to any Payrolled Personnel who is employed by Client prior to transfer to AppleOne, or who is requested to perform services on short notice, such person will be subject to background checks if such checks are required by Client, provided that AppleOne has a reasonable time to cause such checks, to the extent permitted by law, to be performed prior to commencement of services by Payrolled Personnel, or as soon thereafter as such checks can reasonably be completed. If any Payrolled Personnel is determined to be ineligible for employment due to the results of such checks, Client shall indemnify, defend and hold harmless AppleOne for any Losses arising from the decision regarding the Payrolled Personnel's job eligibility.

4. Pricing: Exhibit A, Pricing is incorporated by reference. Additional agreed upon pricing for the services to Client under this Agreement may be set forth in other exhibit(s) to this Agreement or as mutually agreed upon by the parties in writing. Client shall reimburse AppleOne for any expenses that are incurred by AppleOne or AppleOne Personnel, which are reasonably related to or arise out of the Services provided to Client or the discharge of duties by AppleOne Personnel for Client under this Agreement ("**Reimbursable Expenses**"). Such Reimbursable Expenses may include a reasonable amount for Temporary Employee internet service or mobile device service for remote work, Client-required equipment and tools, Client-required uniforms, pre-employment health screening (e.g., COVID-19 testing) and fit for duty doctor's visit costs. Expenses for travel shall not be invoiced or reimbursed unless such travel expenses have been previously authorized by Client. All Reimbursable expenses must be approved in writing by Client prior to AppleOne invoicing for such expenses.

5. Invoicing and Payment: AppleOne shall invoice Client weekly, and Client agrees to pay such invoices net upon of receipt of invoice. Client agrees that an account balance that remains unpaid thirty (30) days after the invoice date will be considered in default.

6. Client's payment method (Check box.): **ApplePay's eCheck**. Client may sign up at www.applepay.com.
 ACH/Other shall be discussed between Client and the AppleOne representative. Notwithstanding anything to the contrary in this Agreement, in the event that AppleOne is subject to any third-party fees or costs related to AppleOne's compliance with Client's invoicing or payment policies or practices (e.g., Ariba fees, credit card fees, etc.), AppleOne will pass such fees or costs through to Client without markup.

7. Compliance with Applicable Law: Client agrees to indemnify, defend and hold harmless AppleOne and its subsidiaries and related entities, and all of their respective officers, directors, shareholders, employees, agents and representatives (collectively, "**AppleOne Parties**") for any and all liabilities, losses, claims, injuries, suits, judgments, expenses, charges, fines, interest or penalties (collectively, "**Losses**") arising out of any alleged or actual violation of laws by Client.

8. Indemnity: Except as otherwise set forth in the Agreement, AppleOne shall defend, indemnify and hold harmless Client and its subsidiaries and related entities, and all of their respective officers, directors, shareholders, employees, agents and representatives (collectively, "**Client Parties**") from and against any and all Losses to the extent such Losses are caused by AppleOne's failure to comply with the terms of this Agreement or negligence or willful misconduct of AppleOne arising from the usual and customary business of AppleOne.

Client shall defend, indemnify and hold harmless AppleOne Parties from and against any and all Losses to the extent such Losses are caused by Client's failure to comply with the terms of this Agreement or negligence or willful misconduct of Client arising from the usual and customary business of Client. Despite anything to the contrary in this Agreement, Client shall indemnify, defend and hold harmless AppleOne Parties from and against any and all Losses arising out of claims that any member of Client Parties, under the control of Client, sexually harassed or in any way discriminated against any AppleOne Personnel

9. Limitation of Liability: To the maximum extent permitted by applicable law and despite anything to the contrary in this Agreement, neither Client nor AppleOne shall have any liability for any indirect, consequential, special or incidental damages, damages for loss of profits or revenues, whether in an action in contract or tort, even if such party has been advised of the possibility of such damages, unless such party has engaged in gross negligence or willful misconduct or the damages arise from a third party claim for which a party is entitled to indemnification in this Agreement.

10. Insurance: AppleOne will, as determined by AppleOne, provide relevant insurance, at its own cost and expense, for the services selected by Client and provided by AppleOne (e.g., Workers' Compensation insurance as prescribed by the law of the state(s) in which the work is performed, Employer's Liability insurance with limits of at least \$1,000,000 for each occurrence; Comprehensive Automobile Liability insurance with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence; Comprehensive General Liability insurance with limits of at least \$1,000,000 combined single limit for bodily injury, personal injury).

11. Critical Vendor: As Client's staffing supplier, AppleOne considers itself a critical vendor to Client, and AppleOne is committed to helping its clients through turbulent times. To ensure alignment on this issue, AppleOne requests and Client agrees that, in the unlikely event of a Client bankruptcy filing, that AppleOne will be a critical vendor of Client so that all Services performed by AppleOne under this Agreement, or any other agreement between the parties, before and after any bankruptcy filing, are paid in accordance with the parties' applicable contractual terms.

12. Integration: This Agreement, supersedes any and all other agreements, either oral or written, between the parties or anyone acting on behalf of a party hereto, with respect to the subject matter hereof. This Agreement contains all of the covenants, conditions, warranties, representations, inducements, promises or agreements (oral, written, on a website, or otherwise) ("**Promises**") between the parties with respect to the subject matter hereof. Each party hereto acknowledges that no Promises have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other Promises, which are not contained herein, shall be valid or binding. Any oral Promises or modifications concerning this Agreement shall be of no force or effect, except by a subsequent written amendment to this Agreement.

13. Confidentiality: The confidential and/or proprietary information of the disclosing party will be held in strict confidence by the receiving party and will not be disclosed by the receiving party to any third party, or used by the receiving party for its own purposes, except to the extent that such disclosure or use is necessary in the performance by the receiving party of its obligations under this Agreement. The receiving party upon the request of the disclosing party will destroy or return all writings or documents that contain information subject to the protections of this section.

14. Governing Law and Dispute Resolution: The laws of the State of Florida shall govern this Agreement, its interpretation, all services or work performed hereunder, and any disputes regarding the work or services. The parties may mutually agree to informally negotiate or mediate any matter concerning this Agreement, or the parties' rights or obligations pursuant hereto, but any in person mediation must be held in the County of Orange in the State of Florida. If negotiation or mediation does not resolve the parties' dispute, any action concerning this Agreement or the parties' right or obligations pursuant hereto, shall be resolved by binding arbitration before JAMS before a single arbitrator, to be conducted at its office located in Orlando, FL. Arbitration shall be commenced by written demand of either party to the other, with a copy of the written demand being sent to JAMS, identifying the issue to be arbitrated and the claim of the party. If any party who is required to sign the petition to arbitrate refuses or fails to sign said petition, any of the remaining parties may petition alone for arbitration of the dispute before a single arbitrator with JAMS or may petition the appropriate judicial tribunal for an Order Compelling Arbitration. The parties shall jointly select an arbitrator. Arbitration hearing shall take place on a date and time selected by the parties, or, in the event that the parties cannot agree on the date and time selected by the arbitrator. Discovery shall be permitted as authorized by the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

15. Term and Termination: This Agreement shall be in effect from July 1, 2024, ("**Effective Date**") and shall continue until June 30, 2025 ("Initial Term"). Client shall have the option to extend the Term for two (2) consecutive years by providing Notice to AppleOne within thirty (30) days prior to the expiration of the then-current Term (the "Initial Term" and all subsequent extensions thereof being the "Term"). Absent a prior agreement between the parties, services provided by AppleOne to Client before the Effective Date shall be considered as having been provided subject to the provisions of this Agreement. The rights and obligations in this Agreement, which by their nature should survive, will remain in full force and effect following the termination of this Agreement.

16. Severability: In the event that any provision of this Agreement shall be unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect.

17. Non-Waiver: A waiver of a breach of any covenant, condition, or promise of this Agreement shall not be deemed a waiver of any succeeding breach of the same or any other covenant, condition, or promise of this Agreement. No waiver shall be deemed to have been given unless given in writing.

18. Notices: All notices under this Agreement shall be given to the parties at the address below. Notice may be given via personal delivery, overnight courier or U.S. Mail. Notice given by personal delivery shall be deemed received on the same day given. Notice given by overnight courier will be deemed given the next business day after deposited with the courier service. Notice delivered by U.S. Mail shall be deemed received on the third (3rd) business day after notice is deposited with the U.S. Mail.

19. Counterparts; Electronic Signature: The parties agree that this Agreement (and/or any of the Agreement's mutually agreed upon ancillary exhibit(s) or document(s)) may be electronically signed and that any electronic signature appearing on this Agreement (and/or such exhibit(s) or document(s)) is the same as a handwritten signature for the purposes of validity, enforceability and admissibility. Further, the parties agree that this Agreement may be executed in counterparts, each of which together shall be deemed one and the same instrument. Moreover, the exchange of this entire executed Agreement (and/or such exhibit(s) or document(s)) that is in photostatic or portable document format (.pdf) form by electronic mail or by another electronic means shall be considered original(s) and shall constitute effective execution and delivery of the original(s).

B. ADDITIONAL TERMS THAT APPLY ONLY TO THE FOLLOWING SERVICES: TEMPORARY STAFFING SERVICES AND PAYROLLING SERVICES

1. Reassignment/Relocation: Client will not reassign or relocate AppleOne Personnel without prior written authorization by AppleOne. Client agrees to assume all liability for any third-party claim arising after any reassignment or relocation that occurs without such authorization.

2. Work Environment: AppleOne Personnel are subject at all times to Client's direct and indirect supervision; AppleOne does not supervise such employees on their assignments. Client agrees to comply with all laws, regulations and ordinances relating to work site health and safety and agrees to provide AppleOne Personnel a safe and healthful workplace. Client agrees to indemnify, defend and hold harmless AppleOne Parties for Losses arising out of Client's violations of the Occupational Safety and Health Act of 1970, or any similar state law with respect to workplaces owned, leased or supervised by Client, and/or to which AppleOne Personnel are assigned. For any serious injury, illness or death of an AppleOne Personnel occurring in a place of employment or in connection with an AppleOne Personnel's assignment with Client, Client shall notify AppleOne immediately (Notification to AppleOne is also required in the event of any accident or medical treatment.) and is required to report immediately, by telephone or fax, to the nearest Occupational Safety and Health Administration ("**OSHA**") office. Client is authorized and required by AppleOne to make the report on behalf of both AppleOne and Client. Client shall provide to OSHA all information required by applicable law, as well as AppleOne's name, address, phone number and contact person, and the AppleOne Personnel's name. Client shall notify AppleOne immediately after the report has been made.

3. Prohibited Activities: Client further agrees that while on assignment with Client, AppleOne Personnel shall not be permitted, without express advance written approval by an officer of AppleOne, to i) engage in travel or otherwise operate a motor vehicle or any non-office machinery or equipment on behalf of Client, ii) handle cash/credit card information or valuables or negotiable instruments (Client shall also not pay AppleOne Personnel directly or advance any funds to them.), iii) be permitted unsupervised or uncontrolled access to confidential or proprietary information, including confidential access codes, iv) be permitted unsupervised access to or control of Client's business premises, v) remove any property of Client from Client's business premises, vi) purchase, consume or distribute any alcohol, vii) consume drugs, unless advance written authorization is provided by a physician, viii) sign contracts or statements (including SEC documents) on behalf of Client, (ix) make any final decisions regarding system design, software development or the acquisition of hardware or software, (x) make any final management decisions, or automotive equipment, (xi) render an opinion on behalf of Client or AppleOne's behalf on financial statements, (xii) sign the name of Client or AppleOne or their own name on financial statements or tax returns of Client, or (xiii) carry a firearm or other weapon in the course of their assignment with Client. Despite anything to the contrary herein, should any AppleOne Personnel be permitted to engage in any of the activities described in i) - xiii) above, AppleOne shall have no responsibility arising therefrom, and Client agrees to indemnify, defend and hold harmless AppleOne for any and all Losses resulting from the employee's conduct.

4. Time Cards: Client understands that AppleOne Personnel must be paid weekly, and agrees to promptly review and approve or verify timecards or hours worked. Client will be liable for any and all charges incurred based upon Client approved or verified timecards or hours or similar information submitted by Client to AppleOne. If timecards or hours lack timely Client approval or verification, AppleOne will process payroll and invoices based upon the timecards or hours submitted by the employees.

5. Overtime: Client will not permit AppleOne Personnel to work any hours exceeding 40 hours per week.

6. **Federal Regulations:** Despite anything to the contrary in the Agreement, Client shall defend, indemnify and hold harmless AppleOne Parties from and against any and all Losses to the extent caused by Client's failure to inform AppleOne, in writing, that Client or any job orders or services hereunder, are subject to Federal Acquisition Regulation and/or Defense Federal Acquisition Regulation Supplement, Service Contract Labor Standards, formerly known as the McNamara-O'Hara Service Contract Act of 1965 ("**SCLS/SCA**"), Davis-Bacon Act of 1931, Federal Paid Sick Leave (EO 13706), or any other federal law where a security clearance or any kind of government-issued credential or designation is required.

7. **Taxes, Fees or Costs:** The parties agree that upon thirty (30) days' written notice to Client, pricing under this Agreement may change if AppleOne's expenses for statutory or other fixed costs increase, or if new or additional statutory or government-imposed taxes, fees or costs are incurred by AppleOne after the Effective Date. These taxes, fees or costs may include, but are not limited to those related to: Workers' Compensation Insurance, State Unemployment Insurance, federal, state or local taxes, regulations or ordinances (including but not limited to Wage Determinations, Health & Welfare Benefits, SCLS/SCA, vacation pay, holiday pay, Paid Leave Laws or minimum wage laws), or an increase in the ACA or SFHCSSO surcharge. The parties agree that such written notice may be in the form of an electronic communication, including email.

8. **Contact AppleOne:** Client agrees to immediately contact its AppleOne representative or the AppleOne Human Resources Hotline at (800) 270-9120 upon receipt of any complaint by an AppleOne Personnel regarding, but not limited to, any of the following: sexual harassment, discrimination, retaliation, bullying, wage and hour issues, meal and rest breaks or any other employment-related concern. Further, Client agrees to comply with the American with Disabilities Act and any local health accommodation requirements, and upon request by AppleOne, agrees to participate in an interactive process with AppleOne and any AppleOne Personnel who seeks a reasonable workplace accommodation.

For Client

Electronically Signed: 2024-07-02 20:10:05 UTC - 68.95.180.28
Nintex AssureSign® Pamela Nabors
c071a8a0-7026-4f39-a53c-b1a1014a5992

Signature

Pamela Nabors

Printed Name

President/CEO

Title

07/02/2024

Date

390 N Orange Ave, Suite 700

Address

Orlando, FL 32801

Address

For AppleOne

DocuSigned by:
Thai Ngo
D9BA14C15DF64E7

Signature

Thai Ngo

Printed Name

Chief Financial Officer

Title

6/25/2024

Date

327 W Broadway

Address

Glendale, CA 91204

Address

PLEASE SEND A SIGNED PHOTOSTATIC COPY OF THE AGREEMENT TO:
AT EMAIL: _____

AppleOne is an equal opportunity and affirmative action employer. We proudly embrace diversity in all of its manifestations. We are firmly committed to anti-racism, and as leaders of fairness in work, do not tolerate or support racism or any discriminatory practices.



EXHIBIT A, PRICING TO STAFFING SERVICES AGREEMENT

1. TEMPORARY STAFFING SERVICES:

1.1 Unless otherwise specified in the Agreement, the rates and fees set forth below represent the Temporary Personnel's pay plus all applicable state and federal taxes, government reporting, workers' compensation and related administrative costs.

1.2 AppleOne will charge Client a markup percentage over the Temporary Personnel's hourly pay rate for each hour of service provided by the Temporary Personnel. AppleOne will invoice Client according to the following fee schedule:

| JOB CLASSIFICATION | MARKUP PERCENTAGE |
|--|-------------------|
| General Staffing Provided by AppleOne (WC Covered by AppleOne) | 31.5% |

1.3 Client understands that AppleOne may refer AppleOne candidates for Client's evaluation or assign AppleOne employees to render services at Client often while such persons seek direct hire employment through AppleOne. If Client, either directly or indirectly, such as through any company within Client's control, solicits, offers employment to and/or hires any AppleOne candidate or employee as an employee or consultant in any position, or utilizes such person's services through another temporary or outsourcing service, or any party affiliated with Client refers such person to any other employer and said person becomes employed by that employer: i) at any time from the date such person's identity is provided by AppleOne to Client until six (6) months thereafter, or ii) within six (6) months after termination of such person's temporary assignment through AppleOne at Client, whichever is the later, Client agrees to pay AppleOne a direct hire fee in accordance with AppleOne's standard fee schedule stipulated by the parties to be equal to thirty percent (30%) of such person's first year annualized wage or salary. Unless Client presents written evidence to AppleOne of Client's prior knowledge of an AppleOne referred candidate i) within three (3) business days of AppleOne's referral of such candidate to Client, or ii) prior to Client's interview of such candidate, or iii) prior to AppleOne's assignment of such candidate at Client, whichever is earliest, Client understands and agrees that Client is liable for the payment of any direct hire fee due to AppleOne pursuant to this Agreement. This section shall not apply to Payrolled Personnel or to interns who have completed their applicable internship period, as communicated to AppleOne prior to assignment with Client.

1.4 Client understands that Temporary Personnel are assigned to Client to render temporary services, and that absent an agreement to the contrary, are not assigned to become employed by Client. Client acknowledges the considerable expense incurred by AppleOne to advertise, recruit, evaluate, train and quality control its employees. Client will not, without prior written authorization by AppleOne, hire Temporary Personnel, interfere with the employment relationship between AppleOne and its Temporary Personnel, or directly or indirectly cause an AppleOne Temporary to transfer to another temporary help service. Despite the foregoing, AppleOne offers temporary-to-hire staffing services to Client. An AppleOne employee temporarily assigned to Client is an employee of AppleOne until released to Client. Should Client be interested in hiring an AppleOne referred candidate or employee, Client shall contact AppleOne, who will establish the terms and conditions for releasing such person to Client's payroll, including the conversion fee to be paid by Client if such terms are not otherwise agreed to between the parties herein. If any Client accounts are in default, Client shall bring the accounts current prior to the hiring. If Client hires an AppleOne employee with a Client account in default, Client agrees to pay AppleOne a conversion fee equivalent to the direct hire fee as set forth above.

2. PAYROLLING SERVICES:

2.1 Unless otherwise specified in the Agreement, the rates and fees set forth below represent the Payrolled Personnel's pay plus all applicable state and federal taxes, government reporting, workers' compensation and related administrative costs.

2.2 AppleOne's payrolling services program allows Client to identify or recruit the candidate and select the candidate to be payrolled and assigned by AppleOne to perform services for Client. Client also may determine the salary that meets Client's specific requirements. AppleOne will charge Client a markup percentage over the Payrolled Personnel's hourly pay rate for each hour of service provided by the Payrolled Personnel. AppleOne will invoice Client according to the following fee schedule:

| JOB CLASSIFICATION | MARKUP PERCENTAGE |
|---|-------------------|
| DEO Funded Administrative Positions (WC Covered by Client) | 22% |
| DEO Funded Industrial Positions (WC Covered by Client) | 30% |
| Non-DEO Local Funded Administrative Positions (WC Covered by AppleOne) | 22.5% |
| Non-DEO Funded Industrial Positions (WC Covered by AppleOne) | 30.5% |

2.3 Client may, at any time, hire Payrolled Personnel or cause Payrolled Personnel to transfer to another payrolling service provider, with written notice to AppleOne.

EXHIBIT B, SCOPE OF WORK/ADMINISTRATIVE REQUIREMENTS TO STAFFING SERVICES AGREEMENT

SCOPE OF WORK

1. It is CSCF's intent to provide outreach, recruitment, and enrollment of participants into the paid internship activities. CSCF will determine eligibility and facilitate matches between participants and employers. Participants will then be referred to the Contractor as the employer of record to complete required employment documentation. The Contractor is responsible for completion of all federal and state- required employment and tax forms.
2. There will be some joint responsibilities between CSCF and the Contractor. Contractor will be the employer of record for the program participant. However, for purposes of workers' compensation coverage, this will be determined by the program selected for the participating individual. For traditional WIOA interns the State of Florida covers workers' compensation; for all others workers' compensation is covered by Contractor.
3. Contractor will be required to submit an online invoice and program participant timecards to CSCF to receive reimbursement of costs.
4. The Contractor, as the employer of record, shall be an Equal Opportunity Employer and adhere to all federal, state, and local laws in relation to its hiring process.
5. The Contractor will acknowledge that any participant placed under the contract is an employee of the Contractor and shall expressly inform all participants of that status prior to commencement of their work assignment.
6. Any hours worked by a participant exceeding 40 hours in a workweek will be the sole responsibility of the Contractor.
7. Participants will be paid an hourly rate set by CSCF and may work up to a maximum of 40 hours per week.
8. The Contractor agrees that at the end of a participant's paid internship, worksite management may offer continued employment to a participant without the Contractor receiving a placement fee.
9. Payroll must occur weekly. Timecards must be maintained via an online application that provides electronic access for reviewing timecards and printing W-2s. The Contractor will provide orientation for employers on using the timecard application.
10. Orientation needs to be in conjunction with CSCF, as the internship is with CSCF and the Contractor is the third party vendor.
11. The Contractor will be solely responsible for all payroll functions, including but not limited to, onboarding and the timely payment of all compensation for the intern participants referred by CSCF staff for temporary employment under the contract and will be responsible for the filing of state and federal taxes, unemployment insurance and payroll processing.
12. The Contractor will provide onboarding at CSCF locations or virtually; preference being at CSCF locations. Five (5) or more participants onboarding at the same time will require onboarding to be held at a CSCF location.
13. The Contractor will be required to conduct a state level-background check covering CSCF referred participants under the contract and provide CSCF staff with documented results. Preference is that Contractor has a mobile capacity for performing I-9 verifications. The Contractor will assume responsibility to ensure drug testing of participants when required by employer(s). The Contractor will be reimbursed by CSCF at the rate actually paid by the for these expenses.

- a. Participant results must be disclosed to the worksite employer for consideration prior to commencing work with the worksite employer. Commencement of internships will be contingent upon results of background check and agreement with worksite employer following employer's review of such information.
 - b. Criminal information must be obtained directly from the Florida Department of Law Enforcement.
 - c. 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 involving moral turpitude; (iii) any crimes in violation of the Violent Crime Act of 1974; and (iv) any pending deferred adjudications with respect to (i) or (ii).
 - d. A level II background check is required for referred participants working with youth or on a school campus.
14. Prior to participants' assignment to a work site employer, the Contractor will conduct an orientation in coordination with CSCF staff either in person or online, with the participant to review the Contractor's policies and worksite assignment requirements, including Contractor/participant relationship; work standards, and expectations; dress and business etiquette; and Contractor policies and procedures related to drug use, sexual harassment, non-discrimination/anti-retaliation, compliance, and ethics training. Contractor must hold one on one and/or group orientations at Career Centers through the five-county region, when requested by CSCF. Preference is for Contractor to provide bilingual orientations/assistance with online onboarding for those who require it.
 15. The Contractor will be responsible for personnel matters such as distribution of pay checks/ACH Payments.
 16. A CSCF worksite monitor will provide oversight of the participant and worksite employer at regular intervals to ensure program compliance.
 17. The Contractor will work in collaboration with designated CSCF staff to notify the participant of assignment conclusion and complete all necessary termination documentation.
 18. The Contractor will work in collaboration with CSCF assigned staff to notify the CSCF Director of Operations or their designee in writing within 24 hours of participant termination, if they are fired and let go by host employer.
 19. The Contractor will work with CSCF staff to obtain all documentation necessary from a participant's worksite employer to meet reporting reimbursement requirements.
 20. The Contractor will utilize weekly timesheets for each participant. Weekly the Contractor will deliver to CSCF the following deliverables (format and content shall meet CSCF requirements):
 - a. Cumulative hours worked and wages earned by each participant.
 - b. Detailed list of all active participants by worksite employer and/or classification.
 - c. Cumulative assignment detail analysis for all active and terminated participants, including start date, end date, termination date, hourly rates, and duration of employment.
 - d. An invoice with a separate line item for each participant paid and associated costs incurred for background check and drug screening. All invoices must be supported with attached timecards, (signed by the participant and the participant's supervisor), and applicable VENDOR invoices. The Contractor will add a notation of FINAL CHECK to invoices, when applicable, for participants. Digital invoices in MS-Excel are required for ease of review.
 21. In the event CSCF notifies the Contractor of a participant claiming to have not received the appropriate compensation, the Contractor will promptly contact the participant and attempt to settle any dispute(s) in good faith. 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 CSCF of the dispute and the steps taken by the Contractor to resolve same.

22. The Contractor will 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 CSCF under the contract. Records must track and capture cost by multiple grants (i.e. WIOA, TANF, NEG, etc.) for all participants under awarded contract, including hours and dollars spent by each participant.
23. The Contractor will provide weekly reports to CSCF staff allowing the ability to generate custom reports, as needed, on performance and fiscal data. In addition to weekly reporting requirements, Contractor will attend scheduled meetings with CSCF staff quarterly. Meeting time and dates to be coordinated with CSCF staff. The Contractor will ensure that electronic access to participant timesheets and paystubs is made available to CSCF staff.
24. The Contractor will ensure their database is updated weekly.
25. The Contractor will designate a primary point of contact that will be responsible for the day-to-day management of the contract, coordinating participant assignments, supervising the delivery of services, coordinating with CSCF staff, responding to CSCF requirements, and program reporting.
26. The Contractor will designate a secondary point of contact that will be responsible for the day-to-day management of the contract, coordinating participant assignments, supervising the delivery of services, coordinating with CSCF staff, responding to CSCF requirements and program reporting while the primary point of contact is on vacation or out for an extended period of time (more than 3 days).
27. The Contractor will ensure bi-lingual staff (English & Spanish) will be made available to CSCF upon request.
28. If the Contractor is requested to source a worker for a specific position and is unable to do so with a qualified candidate agreed upon by CSCF and Contractor at the time of the recruitment, and at a pay rate acceptable to CSCF, then CSCF reserves the right to utilize any temporary service provider to meet the specific temporary worker need without liability or fee to the Contractor.
29. The Contractor will meet with CSCF quarterly for status update meetings. CSCF will send invite 3 weeks prior to quarterly meeting.

ADMINISTRATIVE REQUIREMENTS

- A. Contractor(s) will be required to submit an audit to CSCF at the end of each contract term if Contractor's federal expenditures are more than seven hundred fifty thousand dollars (\$750,000.00) a year regardless of the source. Commercial (for-profit) organizations will have the option of auditing the services contracted for or submitting an organization-wide audit. Other Contractor(s) must submit an audit in accordance with 2 CFR Part 200 if their federal expenditures are more than seven hundred fifty thousand dollars (\$750,000.00) a year regardless of the source. The cost of the audit will be negotiated separately from the bill rates proposed as the requirement for the audit will not be determined until after the contract award.
- B. Contractor will be required to list CSCF as an additional insured on their general liability, umbrella, and fidelity bond insurance policies.
- C. Contractor will be required to report to CSCF any costs and ensure compliance regarding medical benefits related to the Affordable Care Act related to temporary and/or payroll services workers both generally before workers are placed and simultaneously when workers are placed.
- D. CSCF frequently monitors and evaluates its programs. Contractor must agree to participate in

evaluations and allow CSCF access by monitors who will examine Contractor's books, financial transactions, records, and temporary worker files related to the contract.

- E. Contractor must agree to assume full responsibility for all costs including funds spent on any ineligible persons certified by Contractor and for payments for hours not supported by time records or pre-approved by CSCF.
- F. Bill rates quoted must be for all costs related to the services including the cost of any required background checks, drug tests and other pre-hire costs. The Contractor will not be required to perform drug testing and/or a background check for a participant/ temporary worker at an internship or work site unless requested by CSCF. The type of drug screening and/or background check will depend on what the worksite requires. Contractors are to submit the cost and types of drug screening and/or background checks available to CSCF.
- G. The Contractor should have sufficient credit or resources to be paid on a reimbursement basis. CSCF will not provide funding advances.

EXHIBIT C, CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES TO STAFFING SERVICES AGREEMENT

***In the event there is a discrepancy between Contractor/Vendor and CareerSource Central Florida's terms and conditions, this document shall prevail.**

CareerSource Central Florida will not award a contract where Contractor has failed to accept the CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performing its responsibilities under this Contract, Contractor hereby certifies and assures that it will fully comply with the following:

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

Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph above; and/or
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

II. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93)

Contractor certifies, to the best of his or her knowledge & belief, that:

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

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

Contractor shall require that the language of this certification be included in the documents for all subawards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.

III. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37)

Contractor will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- a. Section 188 of the Workforce Innovation and 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 Title I financially assisted program or activity;
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- f. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

IV. ACCESS TO RECORDS; PUBLIC RECORDS

Access by CareerSource Central Florida, Inc., the Comptroller General of the United States or any of their duly authorized representatives must be given to any books, documents, papers and records (including computer records) of Contractor or sub-contractor which are directly pertinent to charges to the services, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

Public Records. To the extent required by Section 119.0701 of the Florida Statutes, the Contractor shall: (i) Keep and maintain public records required by CareerSource Central Florida to perform the Services under this Agreement. (ii) Upon request from CareerSource Central Florida's custodian of public records, provide CareerSource Central Florida with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law. (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to CareerSource Central Florida. (iv) Upon completion of the Agreement, transfer, at no cost to CareerSource Central Florida, all public records in possession of the Contractor or keep and maintain public records required by CareerSource Central Florida to perform the service. If the Contractor transfers all public records to CareerSource Central Florida upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CareerSource Central Florida, upon request from CareerSource Central Florida's custodian of public records, in a format that is compatible with the information technology systems of CareerSource Central Florida.

If the Contractor has questions regarding the application of chapter 119, Florida statutes, to the Contractor's duty to provide public records relating to this agreement, contact CareerSource Central Florida's Custodian of Public Records at Public Records Custodian 390 N. Orange Avenue, Suite 700 Orlando, FL 32801, NBlanco@careersourcecf.com.

V. 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 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

VI. PROVISION AGAINST ASSIGNMENT

Contractor shall not subcontract any of the services named in this modified agreement. No contract awarded under

these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the Board of CareerSource Central Florida (the "Board"). Approval does not relieve Contractor from this modified agreement.

VII. DAVIS-BACON ACT

Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7) and as supplemented by Department of Labor (DOL) regulations 29 CFR part 5, the Copeland Anti Kick Back Act (40 U.S.C 276c and 18 U.S.C. 874) as supplemented by DOL regulations (29 CFR part 3), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements.

VIII. CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS

Contractor is aware that Federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

IX. AMERICANS WITH DISABILITIES ACT

Contractor will comply with the Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities; in all employment practices, including 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.

X. EXECUTIVE ORDER 11246

Executive Order 11246, as amended by Executive Order 11375, requires that Federal Contractor and Subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/Subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

XI. CONFLICT OF INTEREST/STANDARDS OF CONDUCT

Contractor agrees that in administering the contract to comply with standards of conduct that maintain the integrity of the contract in an impartial manner, free from personal, financial or political gain by avoiding situations which suggest that any decision was influenced by prejudice, bias or special interest.

XII. CLEAN AIR/CLEAN WATER ACT/SOLID WASTE DISPOSAL ACT

The Contractor, if receiving in excess of \$100,000 in funding through this modified agreement, is required to 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). Contractor shall report any violations of the above to the Board. The Contractor will also comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

XIII. ENERGY EFFICIENCY

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 Energy Policy and Conservation Act (Public Law 94-163).

XIV. ENVIRONMENTAL STANDARDS

Contractor will comply with environmental standards which may be prescribed pursuant to the following:

- a. Institution of quality control measures under the National Environmental Policy Act of 1969 (P.L.91-190) and Executive Order (EO11514);
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;

- d. Evaluation of flood plains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed 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).

XV. INTEGRITY

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93. When applicable, if this Contract is in excess of \$100,000, Contractor must, prior to execution, complete the Certification Regarding Lobbying Form.

XVI. PUBLIC ANNOUNCEMENTS AND ADVERTISING

The contractor agrees to comply with the provision of the Stevens Amendment as specified in P.L. 115-31, Division H, Title V, Section 505; P.L. 103-333 §508. When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program (3) Percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

XVII. MODIFICATIONS

The terms of this modified agreement may be renegotiated and changed whenever extenuating circumstances affect the ability of either party to honor commitments made in this modified agreement. Extenuating circumstances must be for situations beyond the control or expectations of either party. Both parties must mutually agree upon renegotiation.

No modification of this modified agreement will be effective unless it is in writing, signed and dated by both parties.

The Board may unilaterally modify this modified agreement at will to accommodate any change in the federal or state programs, under which this modified agreement is funded, any change in the interpretation of the federal or state programs, under which this modified agreement is funded, or any applicable federal, state or local laws, regulations, rules or policies. The Board retains the option to extend this contract for an additional one year period at the end of this contract.

XVIII. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 60 days prior written notice to the other party. Written notification of termination must be by registered mail, return receipt requested.
2. The Board 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.
3. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
 - a. Contractor fails to provide any of the services it has contracted to provide; or
 - b. Contractor fails to comply with the provisions of this modified agreement; or
 - c. Such termination is in the best interest of the Board.

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to CareerSource Central Florida, 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, Contractor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.

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

XIX. COMPLIANCE WITH TANF

Contractor shall comply with the Temporary Assistance to Needy Families Program (TANF), 45 CFR parts 260- 265, and other applicable federal regulations and policies promulgated there under.

XX. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

The Board, 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.

Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. Contractor understands that Department of Economic Opportunity (DEO) and the United States have the right to seek judicial enforcement of the assurance.

XXI. PUBLIC ENTITY CRIMES

Contractor shall comply with Section 287.133(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

XXII. THE PRO-CHILDREN ACT

Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall prohibit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

XXIII. CONFIDENTIALITY

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CareerSource Central Florida 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. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CareerSource Central Florida for purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource 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 CareerSource Central Florida. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

Employees of Contractor, and agents and contractors of Contractor, granted access to CareerSource Central Florida's workforce information systems, including systems containing confidential information, must complete **Attachment D** to this Agreement, "Individual Non-Disclosure and Confidentiality Certification Form," prior to accessing said workforce information systems. A copy of each completed form shall be retained by CareerSource Central Florida.

XXIV. PROCUREMENT OF RECOVERED MATERIALS

Contractor agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

XXV. DOMESTIC PREFERENCES FOR PROCUREMENTS

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

XXVI. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See [Public Law 115-232](#), section 889 for additional information and 2 CFR part 200.471.

XXVII. PROMOTING FREE SPEECH AND RELIGIOUS LIBERTY & IMPROVING FREE INQUIRY, TRANSPARENCY AND ACCOUNTABILITY AT COLLEGES AND UNIVERSITIES

Contractor agrees to follow the statutory and national policy requirements, as applicable, stated in 2 CFR § 200.300 and Executive Order 13798 Promoting Free Speech and Religious Liberty and Executive Order 13864 Improving Free Inquiry, Transparency and Accountability at College and Universities.

XXVIII. E-VERIFY

Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system (E- [Verify.gov](#)), and beginning January 1, 2021, uses the E-Verify system to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

XXIX. PUBLIC RECORDS

To the extent required by Section 119.0701 of the Florida Statutes, Contractor shall: (i) Keep and maintain public records required by CareerSource Central Florida to perform the Services under this Agreement. (ii) Upon request from CareerSource Central Florida's custodian of public records, provide CareerSource Central Florida with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law. (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to CareerSource Central Florida. (iv) Upon completion of the Agreement, transfer, at no cost to CareerSource Central Florida, all public records in possession of Contractor or keep and maintain public records required by CareerSource Central Florida to perform the Services. If Contractor transfers all public records to CareerSource Central Florida upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CareerSource Central Florida, upon request from CareerSource Central Florida's custodian of public records, in a format that is compatible with CareerSource Central Florida's information technology systems. **If Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, contact CareerSource Central Florida's Custodian of Public Records at 390 N. Orange Avenue, Suite 700, Orlando, FL 32801, Email address: info@careersourceflorida.com.**

XXX. MANDATORY REPORTING

In compliance with sections 39.201 and 415.1034, Florida Statutes, if Contractor or its subcontractors knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Board agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report> or via fax at 1-800-914-0004.

By signing below, Contractor hereby certifies and assures that it will fully comply with the provisions listed above:

Thai Ngo Chief Financial Officer

Printed Name and Title of Authorized Representative

DocuSigned by:

Thai Ngo

Signature of Authorized Representative

AppleOne, Inc. formerly known as Howroyd-wright Employment Agency, Inc. dba AppleOne Employment Services
Organization/Business Name

6/25/2024

Date

EXHIBIT D, INDIVIDUAL NON-DISCLOSURE AND CONFIDENTIALITY CERTIFICATION FORM TO STAFFING SERVICES AGREEMENT

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

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

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

acknowledge that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to a fine and/or period of imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

11. Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately seek guidance from CareerSource Central Florida designated contact and be guided by his/her response.

AppleOne Employee Signature: _____

Date: _____

Print Employee Name: _____

Company Name and Address: _____

Work Telephone: _____

E-Mail: _____

Application(s) Given Access To: