



WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Contracting

POLICY/PROCEDURES

Policy Number: Contracting Policy 6-2025-04-3

 New Policy

 X Revised

Date: June 4, 2025

Subject: Related Party and Contracting for Services

A handwritten signature in black ink that reads "Michele Burns".

Michele Burns
Executive Director
CareerSource Okaloosa Walton

Board Approval

A handwritten signature in blue ink that reads "Michelle Crocker".

Date: 06/10/2025

Michelle Crocker
Board Chair
CareerSource Okaloosa Walton



Workforce Innovation and Opportunity Act (WIOA)

Contracting for Workforce Services

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Workforce Innovation and Opportunity Act (WIOA)

Contracting

OF INTEREST TO

This local policy is of interest to CareerSource Okaloosa Walton's Board of Directors, Board staff, career center staff and required one-stop partners.

SUBJECT

Contracting for Workforce Services

PURPOSE

This communication provides specific guidance on the CareerSource Okaloosa Walton's Board of Directors contracting with board members and contracting with providers of workforce employment and training services.

BACKGROUND

WIOA allows local boards to contract with local board members and members of standing committees for the provision of WIOA-funded services as long as processes are in place that prevent or resolve a conflict of interest. This policy sets forth the criteria and procedures to be used to prevent or eliminate potential conflicts of interest in compliance with Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA), and sections 112.3143 and 445.007(11), Florida Statutes (F.S.).

Section 112.3143(4), F.S., provides that no appointed public officer shall participate in any matter which would inure to the officer's special private gain or loss; which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained; or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer, without first disclosing the nature of his or her interest in the matter.

The Reimagining Education and Career Help (REACH) Act, signed into law July 1, 2021, strengthens oversight, accountability, and transparency measures for the workforce system. The REACH Act contains governance directives and administrative requirements that impact local boards including transferring administrative oversight for Related Party Contracts to FloridaCommerce.

Rescinded Documents:

1. Title: Contracting for Employment and Training Activities - WIOA-3-2018-1.
2. This policy replaces the Finance portion in the General Policies last updated September 2023.

Date / Revised: March 8, 2018,
and
Date / Revised: September 2023

REFERENCES

- Public Law 113-128; Workforce Innovation and Opportunity Act, Section 107(h).
- Section 112.3143, Florida Statutes (F.S.)
- Section 445.007(11), F.S.
- 2 Code of Federal Regulations (CFR) Part 200.
- 20 CFR 683.200(c)(5).
- Local Workforce Development Board Conflict of Interest and Contracting Policy, CareerSource Florida Administrative Policy 124, Dated Sep 24, 2024.

PART I – POLICIES AND PROCEDURES

A. RELATED PARTY CONTRACTS

1. **Related Parties.** For purposes of the Subrecipient Agreement, “**Related Party**” includes any: Board member; Board employee or staff; relative of any Board member or employee or staff; any organization represented by or employing a Board member or employee or staff; any organization, of which a Board member or employee or staff holds a board position; or any vendor with which a Board member has a relationship.
2. **Related Party Contract.** For purposes of the Subrecipient Agreement, “**Related Party Contract**” means any relationship, transaction, or expenditure, contractual in nature, which results in or could result in an expenditure of state or federal funds by the Board with a Related Party. The term “Related Party Contract” does not include:
 - a. Retail purchases made in the ordinary course of business. Or
 - b. Payments for utility services.
3. **Related Party Contract Compliance.** The Board shall comply with section 445.007(11), Florida Statutes before contracting with a member of the local board; a relative of a local board member; an organization or individual represented on the local board; a relative of an employee of the local board, or an employee of the local board.

Related Party and Contracting for Services
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- a. Prior to entering into any Related Party Contract with any Related Party, the proposed Related Party Contract must be brought before the Board for consideration and approval. The Board shall ensure that the Board member with the conflict abstains from any vote regarding the Related Party Contract.
 - b. Such disclosure, indicating the nature of the conflict, must be made in written form filed with the board prior to the meeting in which consideration of the matter will take place.
 - c. The written document must immediately be provided to the other members of the board and must be read publicly at the next board meeting and incorporated into the meeting minutes.
 - d. If the conflict is unknown prior to a board meeting and becomes known at the meeting, the disclosure must be made orally during the meeting and written documentation disclosing the nature of the conflict must be filed with the board within 15 days after the oral disclosure.
 - e. After establishment of a quorum, the Related Party Contract must be approved by two-thirds vote of the board. The board member who may benefit from the contract, or whose organization or relative may benefit from the contract, must abstain from the vote.
 - f. A contract subject to these requirements may not be included on the board's consent agenda.
4. **Related Party Contracts Less Than \$10,000.** Within 30 days after execution of any contract less than \$10,000, the Board must approve and electronically submit the documentation set forth below. For those in attendance, the affirmative and negative votes and abstentions for each member, along with completed copies of the forms attached hereto as Exhibits C and D, to WorkforceContract.Review@commerce.fl.gov.
5. **Related Party Contracts \$10,000 or Greater.** Prior to execution of any contract equal to or greater than \$10,000, the Board must approve and electronically submit the documentation set forth below, along with completed copies of the forms attached to the Subrecipient Agreement as Exhibits C and D, to WorkforceContract.Review@commerce.fl.gov. FloridaCommerce may disapprove, in its sole discretion, any contract for the Board's failure to submit any required document or form.
6. **Completion of Forms.**
- a. For each Related Party Contract, the Board must ensure that the forms attached to the Subrecipient Agreement as Exhibits C and D are completed, dated, executed, and certified prior to execution of the contract or incurring expenditures for the current fiscal year.
 - b. For conflicts unknown at the time of entering the Related Party Contract, the Board shall ensure that completed forms of Exhibits C and D are **filed within 15 days after the disclosure** with the person responsible for recording the minutes of the meeting. The disclosure shall be incorporated into the minutes of the meeting at which the oral disclosure was made.

7. Required Documents for all Related Party Contracts. The following documentation is required to be submitted for each Related Party Contract:

- a. A certified Board membership roster listing all members on the Board at the time of the vote on the approval of the contract, with a vote tally indicating attendance or absence at the meeting(s), including subcommittee meetings, and for those in attendance, the affirmative and negative votes and abstentions for each member.
- b. Consistent with the procedures outlined in section 112.3143, Florida Statutes, the dated and executed Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers that was submitted at or before the Board meeting(s) in which a vote related to the contract took place, for Board member/employee who has any relationship with the contracting vendor.
- c. A draft copy of the Related Party Contract and amendments, as applicable.
- d. Documentation supporting the method of procurement of the Related Party Contract, for contracts that require competitive selection/procurement process.
- e. A copy of the Board meeting and committee meeting minutes that document the discussion and approval of the Related Party Contract (including the name of the contractor and the value of the contract). The minutes must clearly reflect the verbal disclosure of the conflict during the meeting.
- f. Duly executed originals of Exhibits C and D from the Grantee Subgrantee Agreement:
 - (1) Exhibit C – Contract Information Form.
 - (2) Exhibit D – Disclosure and Certification of Conflict of Interest in a Contract. Note: Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers, as adopted in Rule 34-7, Florida Administrative Code, may be used in lieu of Exhibit D in order to satisfy the requirements of section 112.3143, Florida Statutes.

B. CONFLICT OF INTEREST

1. The Board and its employees must annually disclose to FloridaCommerce's financial monitors any conflicts of interest that may arise during the upcoming year or that did arise in the current year and were not previously disclosed.
2. All conflicts of interest must be disclosed to the local board in compliance with the procedures in section 112.3143(4), F.S., prior to any vote on a Related Party Contract. Such disclosure, indicating the nature of the conflict, must be made in written form and filed with the board prior to the meeting in which consideration of the matter will take place.

C. PUBLIC DISCLOSURES AND TRANSPARENCY

CareerSource Okaloosa Walton must comply with public disclosure and transparency requirements in 445.007(11), F.S. All approved Related Party Contracts must be published on the local board's website within 10 days after approval by the local board or FloridaCommerce, whichever is later, and must remain published on the board's website for at least one year after termination of the contract.

PART II – APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. PROVISIONS INCLUDED IN ALL CONTRACTS

It is the policy of CareerSource Okaloosa Walton to include all of the following provisions, as applicable, in all contracts with sub-grants to grantees:

1. **Equal Employment Opportunity:** All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."
2. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended:** Contracts and sub grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
3. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** For all contracts or sub-grants of \$100,000 or more, Example NPO shall obtain from the contractor or sub-grantee a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Likewise, since each tier provides such certifications to the tier above it, CareerSource Okaloosa Walton shall provide such certifications in all situations in which it acts as a sub recipient of a sub-grant of \$100,000 or more.

4. **Debarment and Suspension (E.O.s 12549 and 12689):** For all contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$100,000), CareerSource Okaloosa Walton shall obtain from the contractor a certification that neither the contractor nor any of its principal employees are listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs.
5. **Remedies:** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$100,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.
6. **Termination:** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$100,000) shall contain suitable provisions for termination by CareerSource Okaloosa Walton, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.
7. **Energy Policy and Conversation Act PL 94-163:** All contracts shall contain a provision requiring the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan in compliance with the Federal Energy Policy and Conservation Act.
8. **Copeland "Anti-Kickback" Act 40 USC 276c and 18 USC 874:** All contracts shall contain a provision that prohibits a contractor or subcontractor from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment. The Act also require the contractor and subcontractor to submit a weekly statement of the wages paid to each employee performing on covered work during the preceding payroll period.
9. **Contract Work Hours and Safety Standards Act:** All contracts shall contain a provision for contracts and sub-grants for federal service contracts and federal and federally assisted construction contracts over \$100,000. It requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. This Act also prohibits unsanitary, hazardous; or dangerous working conditions on federal and federally financed and assisted construction projects.
10. **Rights to Inventions 37 CFR part 401:** All contracts or agreements shall contain a provision that reserves certain rights with respect to data, patentable inventions, works subject to copyright, and other intellectual property associated with an award of Federal funds.
11. **Access to Records:** All contracts shall contain a provision requiring language that gives access by the grantee, the sub grantee, the Federal grantor agency, the Comptroller of the United States, or any duly authorized representatives to any books, documents, papers and records pertaining to the program for the purpose of audits, examinations, excerpts and transcripts.

12. **Record Retention:** All contracts shall contain a provision requiring the Service Provider agrees to maintain and retain all records pertaining to the administration of this contract for a period of six (6) years from the date of the final payment of the agreement or until all audits are complete and findings of all claims have been finally resolved, whichever is the longer period of time.
13. This was not on the original list) -Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

B. CFR 200.322 DOMESTIC PREFERENCES FOR PROCUREMENTS.

CareerSource Okaloosa Walton should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

PART III – ADDITIONAL CONTRACTING REQUIREMENTS

A. ASSURANCES AND CERTIFICATIONS

In addition to complying with Appendix II to Part 200, as a grantor, CareerSource Okaloosa Walton will not award a grant to a sub recipient who has failed to accept the Assurances and Certifications as outlined below. The Sub recipient must certify and assure that it will fully comply with the following:

1. Assurances—Non-Construction Programs (SF 424B).
2. Debarment and Suspension Certification (29 CFR Part 98).
3. Certification Regarding Lobbying (29 CFR Part 93).
4. Drug free Workplace Certification (29 CFR Part 98).
5. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37).

6. Public Entity Crimes (Florida Statutes Sec.287.133 (3) (a)).
7. Discriminatory vendor list (section 287.134, Florida Statutes).

B. CONTRACTING REQUIREMENTS

1. CareerSource Okaloosa Walton shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible and will adhere to OMB Uniform Guidance Part 200.321.
2. CareerSource Okaloosa Walton shall perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation and independent estimates shall be made before receiving bids or proposals. Profit will be negotiated as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for CareerSource Okaloosa Walton under Subpart E—Cost Principles of this Part. Cost Principles of CareerSource Okaloosa Walton may be referenced when in compliance with the Federal cost principles. The cost plus a percentage of the cost may not be used.
3. CareerSource Okaloosa Walton will make available, upon request of the Federal Awarding agency or pass-through entity, technical specifications on proposed procurements where the awarding entity believes a review is needed to ensure that the item or service is the one being proposed for acquisition. CareerSource Okaloosa Walton will make available upon request the pre procurement review, procurement documents, Request for Proposal (RFP), Invitation For Bid (IFB) and cost estimates according to compliance issues spelled out in OMB Uniform Guidance Part 200.324 (b), (1) – (5) and (c) (1) & (2).

C. CONTRACT MONITORING

1. All contracts entered into on behalf of CareerSource Okaloosa Walton must be approved and signed by the Executive Director or designee. In the case of Worksite Agreements, the signature of the Chief Operating Officer (COO) will suffice. All action involving contracts that involve a potential conflict of interest must follow the guidelines as described in this policy. All active contracts issued by CareerSource Okaloosa Walton shall be monitored by the designated Contracts manager or other designee of the Executive Director to ensure the following:
 - a. That all contracts have been properly executed with proper signatures.
 - b. That all contracts have proper Catalog of Federal Domestic Assistance (CFDA) Number/s included

- c. That all contracts have all Assurances and Certifications required by USDOL and/or FloridaCommerce or the Board.
- d. That all contracts have identified the method of procurement (sole source, competitive, competitive but resulting in receipt of only one bid or proposal.
- g. That any sole source contract has appropriate justification.
- h. That all contracts specify the total maximum authorized payments.

D. SUB RECIPIENT VERSUS CONTRACTOR

When making determinations of sub recipient and contractor (vendor) relationships, CareerSource Okaloosa Walton takes into account all of the characteristics related to the type of provider.

1. Sub Recipient

A Sub recipient is defined as a legal entity to which a sub award of Federal funds is made and that is accountable to the recipient for the use of the funds provided. When the organization performs the following activities, a federal award to a sub recipient is indicated:

- a. Determines eligibility for the Federally funded program.
- b. Has its performance measured against the objectives of the Federal program.
- c. Has responsibility for programmatic decision making.
- d. Has responsibility for adherence to applicable Federal program compliance requirements and regulations.
- e. Uses the Federal funds to carry out a program of the organizations as opposed to providing goods or services for a program.

2. Contractor

A Contractor (formerly referred to as Vendor) is a dealer, distributor, merchant or other seller providing goods or services that are required for the conduct of a program. The following activities are indicative of a vendor relationship with CareerSource Okaloosa Walton:

- a. Provides the goods or services within normal business operations.
- b. Provides similar goods or services to many different purchasers.
- c. Operates in a competitive environment.

- d. Provides goods or services that are ancillary to the operation of a program.
 - e. Is not subject to the Federal compliance requirements of the program.
3. As appropriate by further definition in the section above, IFB's, ITN's and RFP's may be required in the procurement of both sub recipients and contractors (vendors). In addition, contracts may be made with sub-receptions and contractors (vendors). For clarification, CareerSource Okaloosa Walton classifies any Program Service Provider as Sub recipients.

PART IV – OTHER ADMINISTRATIVE FUNCTIONS

A. CONFIDENTIALITY

All data collected as a result of this policy is for official use only and should only be used in conducting official business. Refer to CareerSource Okaloosa Walton confidentiality policy for more information.

B. SUGGESTIONS FOR CHANGES OR WAIVER

1. Submit request for changes or waivers to this policy to the CareerSource Okaloosa Walton, 109 8th Avenue, Shalimar, Florida 32579, ATTN: Executive Director or Chief Operating Officer. Requests may also be e-mailed to:
- a. The request for changes must include the suggested change and an explanation of how the change will improve the process.
 - b. Requests for waivers must include names, effective dates, case notes relating to the waiver, dollar amounts, etc.; and any other documentation to support the request.

C. ACTION REQUIRED

CSOW staff in Okaloosa and Walton Counties engaged in administering WIOA programs will implement this Local Operating Procedure upon receipt.

D. TRAINING HOURS: One Hour.

PART V. - KEY DEFINITIONS

1. **Conflict or conflict of interest** means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest. § 112.312(8), F.S.

2. **Contract** – a relationship, transaction, expenditure, or written agreement which results in or could result in an expenditure of state or federal funds, to which a local board is one of the parties. It includes the proposed contract, initial contract and all amendments, and renewals and extensions thereto. This term does not include:

- a. Retail purchases in the ordinary course of business.
- b. The purchase of utility services for use by the local board.
- c. Staff employment contracts (other than the contracts with members of a local board or relatives of board members or board employees); or
- d. Membership fees and sponsorships to professional organizations

3. **Related Party**

- a. Local board member(s).
- b. Board employee(s).
- c. Relatives (as defined in s. 112.3143(1)(c), F.S.), of any local board member or employee.
- d. Any organization represented by or employing a local board member, their relative, or a board employee or their relative; or
- e. Any organization, the board of directors of which a local board member, their relative, or a board employee or their relative holds a board position.
- f. Any vendor with which a Board member has a relationship.

4. **Related Party Contract** – a contract between a local board and one of its own members, an organization represented by one of its own members, a board member's relatives, an employee of the local board or the employee's relative, or any entity in which board members, their relatives, or board employees or their relatives has any relationship with the contracting vendor.

5. **Relative** – as defined in s. 112.3143(1)(c) – any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

6. **Special Private Gain or Loss** – as defined in s. 112.3143(d) – an economic benefit or harm that would inure to the officer, his or her relative, business associate, or principal, unless the measure affects a class that includes the officer, his or her relative, business associate, or principal, in which case, at least the following factors must be considered when determining whether a special private gain or loss exists:

- a. The size of the class affected by the vote.
- b. The nature of the interests involved.

- c. The degree to which the interests of all members of the class are affected by the vote.
- d. The degree to which the officer, his or her relative, business associate, or principal receives a greater benefit or harm when compared to other members of the class.

The degree to which there is uncertainty at the time of the vote as to whether there would be any economic benefit or harm to the public officer, his or her relative, business associate, or principal, and, if so, the nature or degree of the economic benefit or harm must also be considered.

SIGNATURE CERTIFICATE



REFERENCE NUMBER

147DBE3B-1CB3-49C0-8E63-EECCA73B15C6

TRANSACTION DETAILS

Reference Number
147DBE3B-1CB3-49C0-8E63-EECCA73B15C6

Transaction Type
Signature Request

Sent At
06/10/2025 11:21 AM CDT

Executed At
06/10/2025 04:29 PM CDT

Identity Method
email

Distribution Method
email

Signed Checksum
346ac709d7e33eb09c028c11fd742aac3198bf1b988b0f368ad202e8451b5f0

Signer Sequencing
Disabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Contracting 6-2025-04-3

Filename
Contracting_6-2025-04-3.pdf

Pages
15 pages

Content Type
application/pdf

File Size
3.94 MB

Original Checksum
c8c68ae3cbf98c9dbccf64b6d067a6525b7b2ca0255aae67bd8667a999a90380

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Michelle Crocker	Status signed	Viewed At 06/10/2025 04:28 PM CDT
Email mcrocker@firstnationgroup.com	Multi-factor Digital Fingerprint Checksum 876a450a539315a6a08dd032ea8c169c56953e7de1eab0ccbb530d505f9446cf	Identity Authenticated At 06/10/2025 04:29 PM CDT
Components 2	IP Address 198.233.131.154	Signed At 06/10/2025 04:29 PM CDT
	Device Chrome via Windows	
	Typed Signature 	
	Signature Reference ID ECF0780B	

AUDITS

TIMESTAMP	AUDIT
06/10/2025 11:21 AM CDT	Sue Berntsen (sberntsen@careersourceow.com) created document 'Contracting_6-2025-04-3.pdf' on Microsoft Edge via Windows from 54.144.112.110.
06/10/2025 11:21 AM CDT	Michelle Crocker (mcrocker@firstnationgroup.com) was emailed a link to sign.
06/10/2025 04:28 PM CDT	Michelle Crocker (mcrocker@firstnationgroup.com) viewed the document on Chrome via Windows from 198.233.131.154.
06/10/2025 04:29 PM CDT	Michelle Crocker (mcrocker@firstnationgroup.com) authenticated via email on Chrome via Windows from 198.233.131.154.
06/10/2025 04:29 PM CDT	Michelle Crocker (mcrocker@firstnationgroup.com) signed the document on Chrome via Windows from 198.233.131.154.