

ONE-STOP OPERATOR CONTRACT, PROGRAM YEAR 2023/2024



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CONTRACT NAME: One-Stop Operator Contract, Program Year 2023/2024
CFDA #, AMOUNT & FEDERAL AWARD IDENTIFICATION NUMBER (FAIN), PROGRAM: 10.561: Allocated per cost allocation plan. 235FL412Q7503 (SNAP) 17.207: Allocated per cost allocation plan. ES387242255A12 (Wagner Peysner) 17.258: Allocated per cost allocation plan. AA385232255A12 (WIOA Adult) 17.259: Allocated per cost allocation plan. AA385232255A12 (WIOA Youth) 17.278: Allocated per cost allocation plan. AA385232255A12 (WIOA Dislocated Worker) 17.225: Allocated per cost allocation plan. UI3797522160A12 (RESEA) 93.558: Allocated per cost allocation plan. G2301FLTANF (Welfare Transition) 17.801: Allocated per cost allocation plan. 23555DV000039 (DVOP & LVER) 17.207: Allocated per cost allocation plan. ES367482155A12 (Re-Entry Navigator Project) 17.278: Allocated per cost allocation plan. AA363132155A12 (Rapid Response) 17.207: Allocated per cost allocation plan. ES387242255A12 (Apprenticeship Navigator) N/A: Allocated per cost allocation plan. (Refuge House)
CONTRACT AMOUNT: <u>\$96,527</u>
UNIQUE ENTITY IDENTIFIER: 112637637
FEDERAL AWARDING AGENCY: US Department of Labor, US Department of Agriculture, US Department of Health and Human Services
PASS-THROUGH ENTITY: Florida Department of Economic Opportunity Tisha Womack, Chief, Bureau of Financial Management, Division of Finance and Administration. 850-245-7126 Office caroline.womack@deo.myflorida.com

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I. GENERAL PROVISIONS

A. Parties

This Contract is entered into between **Big Bend Jobs & Education Council, Inc. d/b/a CareerSource Capital Region**, hereinafter referred to as the “BOARD” or “CSCR” or “CareerSource Capital Region,” and Educational Data Systems, Inc. (EDSI), hereinafter referred to as the “CONTRACTOR” for the purpose of providing One-Stop Operator services as authorized by the Florida Statute 445.003 as amended in 2016 for the Workforce Innovation and Opportunity Act of 2014.

B. Term

The term of this Contract shall commence on **July 1, 2023**, and end on **June 30, 2024** and can be reviewed for renewal annually, for three additional one-year periods, as allowed by Florida Statutes, provided measurable performances and deliverables are successfully achieved. CSCR reserves the option to modify contract(s) on a year-to-year basis for an additional three years. Note: the option to renew is not guaranteed and the initial award of the initial contract does not imply an exercise of the option to renew. The Contract is reviewable on an annual basis during this contract period with changes in the contract amount determined annually based upon funding availability.

C. Contract Amount

The BOARD agrees to pay for contract services according to the Payment for Services, during Fiscal Year 2023/2024 for an amount not to exceed **\$96,527**.

D. Attachments

The parties agree to comply with all the terms and conditions of this Contract including and incorporating herein, the specified attachments listed below:

Attachment A: Required Reporting – Monthly

Attachment B: Contract Budget

Attachment C: Performance Deliverables

Attachment D: Assurances

E. Certifications Incorporated by Reference

The following certification documents are incorporated herein by reference as executed and included by CONTRACTOR in the CONTRACTOR’s proposal submitted in response to the BOARD’s One-Stop Operator RFP #2022-03: Attachment B – Representations and Certifications which includes Debarment & Suspension and Other Responsibility Matters, Certification Regarding Lobbying, Certification of Contracts, Grants, Loans and Cooperative Agreements; Insurance Certification; Drug-Free Workplace Certification; Non-Discrimination Certification; Sworn Statement of Public Entity Crimes; Conflict of Interest Statement.

F. Laws and Regulations

CONTRACTOR does hereby agree to comply with the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA), Workforce Innovation and Opportunity Act (WIOA), Florida Workforce Innovation Act of 2000 as amended in 2016, Wagner-Peyser Act, Trade Act, Supplemental Nutrition Assistance Program Employment & Training, and Welfare Transition Program, and all applicable Federal, State and local laws, regulations, policies, plans, and instructions as they pertain to this contract which are in effect at the inception of this contract or as may be promulgated or amended during its life, and will require its subcontractors to do likewise. When determining applicability, all programs and activities funded, or otherwise financially

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assisted, in whole or part, under WIOA or the Welfare Transition Program are programs and activities receiving federal financial assistance.

G. Internal Financial Controls

- a. CONTRACTOR shall be responsible for implementing procedures and internal financial controls governing the management and utilization of funds provided hereunder. The procedures and financial controls must be established pursuant to Generally Accepted Accounting Principles (GAAP) procedures.
- b. CONTRACTOR will maintain separate accounting records for all funds expended under this contract to ensure compliance with all federal and state laws and to ensure that the funds have not been unlawfully spent. All expenditures must be allowable, allocable, necessary and reasonable for proper and efficient operation of the program under the appropriate funding source administered.
- c. CONTRACTOR will make available all accounting records for review upon request for examination, audit, or for the making of excerpts or copies of such records for the purpose of determining compliance with all applicable rules and regulations and provisions of this Contract.

H. Use of Equipment

Any equipment purchased under this Contract or provided by the BOARD for use in delivering the services under this Contract shall be used exclusively by the applicants, employees and/or participants unless an equipment user agreement has been made part of this contract. Such equipment is and shall remain the property of the BOARD.

I. Insurance

CONTRACTOR shall deliver to the BOARD prior to the commencement of this contract satisfactory evidence in the form of a Certificate of Insurance that the following insurance coverage, as appropriate, are in force and will not be canceled without thirty (30) days written notice to the BOARD. Such a Certificate shall serve as proof that all Insurance and fidelity bonds, if applicable are current and that all appropriate employees of CONTRACTOR are covered. The BOARD may withhold payments or terminate this contract if the CONTRACTOR fails to maintain or provide evidence of current insurance.

- a. Liability Insurance: CONTRACTOR agrees to obtain a standard liability insurance policy, that includes employment practices liability insurance (EPLI) and directors and officer's liability insurance (D&O) endorsements, in the single limit amount of \$1,000,000 and will provide general liability insurance in amount of \$100,000 per person and \$200,000 per occurrence with an endorsement naming the BOARD as additional insureds and a complete copy of policy with endorsements to indemnify and defend BOARD is due by July 1, 2023, unless CONTRACTOR is self-insured. If CONTRACTOR is self-insured, CONTRACTOR must be able to provide the same coverage and must submit proper documentation to the BOARD as evidence of such. Under this contract, CONTRACTOR must indemnify the BOARD from all employment-related issues, and program participants that arise with the obvious exception of BOARD staff.
- b. Workers' Compensation: To the extent that the state Workers' Compensation law is applicable, CONTRACTOR must provide Workers' Compensation coverage to all employees paid directly under this contract. CONTRACTOR is considered the employer of record on all work experience participants on their payroll; however, all work experience participants have workers' compensation through the State of Florida, per FS 445.009(11). Where employees covered under this contract are not covered under a state Workers' Compensation law, then the CONTRACTOR shall provide insurance coverage for injuries suffered by

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employees. Income maintenance coverage is not required.

- c. Motor Vehicle Insurance: CONTRACTOR agrees to obtain Motor Vehicle Insurance coverage in the amounts of \$50,000 property damage, \$100,000 per person and \$300,000 per occurrence, for all motorized vehicles owned or leased by the CONTRACTOR to be used in the performance of actions authorized by this contract.

CONTRACTOR shall ensure that all employees receiving travel reimbursement, including mileage, have current motor vehicle insurance. CONTRACTOR shall comply with this part by maintaining copies of its employees' current, personal insurance cards. The board may, at any time, require the CONTRACTOR to produce copies of insurance cards for employees receiving mileage reimbursements.

All property and equipment purchased by the CONTRACTOR under this Contract shall be insured against fire, theft and destruction in an amount equal to the full replacement cost.

J. Access to Records

- a. At any time during normal business hours and as often as the BOARD, the State of Florida Department of Economic Opportunity (DEO), USDOL, Comptroller General of the United States, or their designated representative may deem necessary, CONTRACTOR shall make available all appropriate personnel for interviews and all such financial, applicant, or participant books, documents, papers and records (including computer records), or other data relating to matters covered by this contract, for examination, audit, or for the making of excerpts or copies of such records for the purpose of auditing and monitoring program activities and determining compliance with all applicable rules and regulations, and the provisions of this contract. The above referenced records shall be made available at the CONTRACTOR's expense, at reasonable locations as determined by the BOARD.
- b. CONTRACTOR shall provide copies of W-2 forms by January 31, 2024 to be compared against the USDOL's most recent ETA salary/bonus threshold to ensure compliance with the current limitation.

K. Participant Record Confidentiality

- a. CONTRACTOR must comply with the confidentiality provisions and the record retention requirements of sections 119.021, F.S., where applicable.
- b. All CONTRACTOR records classified as public records, as defined in local policy, must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of the CONTRACTOR to maintain records in a location that is accessible to the public.
- c. CONTRACTOR shall not disclose any information concerning a workforce services applicant or participant to any agency or individual, other than the BOARD, for any purpose without written consent of the participant, or his/her responsible parent or legal guardian.
- d. CONTRACTOR shall adhere to the BOARD's Establishing & Maintaining Confidentiality Directive and require all staff to sign the BOARD's Individual Non-Disclosure & Confidentiality Certification Form upon initial hire. Signed forms must be submitted to the BOARD's Human Resources Manager within one week of initial hire for all new hires. After initial hire, CONTRACTOR must also require staff to re-sign the form annually and must submit all signed forms to the BOARD's Human Resources Manager each year by September 30.

L. Information Security

- a. CONTRACTOR will ensure that all staff review BOARD policies related to information systems security

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and CONTRACTOR will comply with employment penalties outlined therein for its employees found to be in violation of such policies. CONTRACTOR will ensure that it follows BOARD procedures for the information system's account creation, maintenance and termination for CONTRACTOR's employees for which the CONTRACTOR provides oversight.

- b. CONTRACTOR shall ensure that DEO Information Systems Security Agreement/Confidentiality Forms are completed in their entirety to include appropriate signatures and all other applicable fields. Further, the CONTRACTOR shall ensure that the information system's account access is limited to only those individuals needing access to perform their jobs.
- c. CONTRACTOR shall ensure that its staff are instructed not to lend or share passwords for information systems.
- d. For employees who telework or work from another approved location, the CONTRACTOR must ensure the employee follows the BOARD's information security policies to manage the records and other sensitive information stored on telework devices and transmitted across external networks. Employees who telework should keep telework property and information safe, secure, and separated from their personal property and information.

M. Code of Conduct and Business Ethics

CONTRACTOR shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the CONTRACTOR shall neither solicit or parties to sub-agreements. However, CONTRACTOR may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the CONTRACTOR. THE CONTRACTOR shall supply the BOARD with its written standards and proof it has notified staff of such policies by September 30.

CONTRACTOR shall adhere to the BOARD's Code of Conduct and Business Ethics policy and require all staff to sign the BOARD's Code of Conduct and Business Ethics policy upon initial hire. Signed forms must be submitted to the BOARD's Human Resources Manager within one week of initial hire for all new hires. After initial hire, CONTRACTOR must also require staff to re-sign the form annually and must submit all signed forms to the BOARD's Human Resources Manager by no later than September 30 each year. Additionally, CONTRACTOR will ensure staff complete the BOARD approved ethics training upon initial hire and annually thereafter. Further, CONTRACTOR shall comply with all federal, state and local laws and regulations related to financial practice and corporate governance.

N. Staff Hiring, Qualifications & Training

- a. CONTRACTOR will hire and manage qualified and trained staff, in accordance with industry and/or educational standards.
- b. Each funded position must have a specific, written job description which includes the minimum required qualifications and skills for the position, the overall job duties to be performed by the position and the responsibility and authority of the position.

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- c. When filling open staff and management-level positions, CONTRACTOR will provide the BOARD with the opportunity to review candidate qualifications and to designate BOARD staff to participate on interview panels. Note: while this provides an opportunity for BOARD staff to be engaged in the hiring process by providing input, the authority to make hiring decisions is that of the CONTRACTOR.
- d. CONTRACTOR shall follow all new hire procedures including BOARD staff notification, new hire orientation and provision of ongoing customer service training for all front-line positions.
- e. CONTRACTOR will announce via email all new employees, temporary staff, volunteers and other individuals operating within the career centers no later than their first day onboard.
- f. CONTRACTOR will maintain individual training plans for all positions which include specific competencies and training resources, at a minimum, staff should complete Florida Certified Workforce Professional Tier I certification. The training plans will be reviewed annually with BOARD staff. CONTRACTOR will encourage staff to earn a Certified Workforce Development Professional Certification from the National Association of Workforce Development Professionals (NAWDP).
- g. CONTRACTOR will maintain a performance management system in which an employee in a funded position will receive a written review at a minimum annually regarding his/her performance unless deemed otherwise appropriate for more frequent reviews. The CONTRACTOR will provide the Human Resources Manager with a copy of the process/procedure by September 30th of each program year.
- h. CONTRACTOR will establish jointly with staff goals that are in alignment with the Performance Deliverables outlined in Attachment C of this Contract and federal, state, and local quality assurance requirements. The establishment of these goals will be to ensure that staff understands their individual role in aiding towards the attainment of said deliverables.
- i. CONTRACTOR will provide qualified staff with the expertise to meet the goals, objectives and requirements of the services of this contract. The CONTRACTOR will implement and maintain an effective training program which includes both management and staff development.
- j. CONTRACTOR will require that all employees obtain their Florida Certified Workforce Professional Tier I certification (or its equivalent) within six (6) months of their date of hire. The CONTRACTOR will require that staff with direct career seeker contact complete 15 hours of continuing education during each program year.
- k. CONTRACTOR will provide and/or make available training on a regular basis regarding all compliance related training (I.e., Continuity of Operations, Sexual Harassment, etc.), broad operating policies, industry sector and best practices. Where possible, training should be provided by internal (BOARD and CONTRACTOR staff) or external subject matter experts.
- l. Annually, CONTRACTOR will collaborate with the Workforce Services Provider and the BOARD's Regional Oversight, Performance & Compliance (ROPC) Department staff to develop a regional training plan that addresses the training and development needs of regional staff as assessed and determined at the onset of the program year. The approved regional training plan should be completed by July 31, 2023. CONTRACTOR, the Workforce Services Provider and BOARD staff will review the plan quarterly to ensure adjustments are made, as needed, to meet organizational needs.
- m. CONTRACTOR will require all staff to complete security awareness training within 30 days of the employment start date and by September 30th annually thereafter. All certificates signifying the completion of annual security awareness training shall be submitted to the BOARD's Human Resources Manager by the

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assigned deadline.

- n. CONTRACTOR shall adhere to the BOARD's Abuse Prevention Policy and require all staff, interns and volunteers to review and sign the BOARD's policy upon initial hire and annually thereafter. Signed forms must be submitted to the BOARD's Human Resources Manager within one week of initial hire for all new hires. Subsequent to initial hire, CONTRACTOR will require staff to re-sign the policy annually and must submit all signed policies to the BOARD's Human Resources Manager each year by September 30.
- o. CONTRACTOR will require all staff to complete the BOARD's abuse prevention training within 30 days of the employment start date and by September 30th annually thereafter. THE CONTRACTOR must notify the BOARD's Human Resources Manager upon hire of any individual to assign the training.
- p. CONTRACTOR will be required to list its organization's job vacancies in Employ Florida, make appropriate system referrals in the MIS and provide placement information to the BOARD staff within 30 days of hire.

O. Staff Salaries and Incentives

CONTRACTOR will ensure that it maintains a compensation plan that provides for job progression within job families for staff and entails a process for staff to receive merit/performance-based salary increases and/or bonuses if budgetary monies are available.

P. Health and Safety

- a. Health and safety standards, including Child Labor Laws, established under state and federal law, otherwise applicable to the working conditions of employees shall be applicable to working and training conditions of workforce services participants. Where participants or employees covered under this contract are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are found to be unsanitary, hazardous, or dangerous to their health or safety.
- b. Annually, CONTRACTOR will solicit feedback from vested stakeholders and propose edits to the BOARD's Emergency Preparedness and Continuity of Operations Plan (COOP), adhere to the COOP and ensure that staff with designated roles in the COOP are sufficiently knowledgeable of their roles during emergencies or situations that may disrupt normal operations. Further, CONTRACTOR will ensure that all staff are knowledgeable of their roles during emergencies or disruptions. In accordance with the COOP, CONTRACTOR shall ensure that all new employees review the COOP within 30 days of the employment start date, perform training and review the COOP with all career center staff and co-located partners annually, and that each Career Center performs safety drills at a minimum of once per year unless otherwise appropriate for more frequent drills.

Q. Pre-employment and Subsequent Screenings

- a. CONTRACTOR will adhere to the BOARD's written policies regarding use of criminal background screenings and credit checks for employment purposes and will appropriately address issues that may occur if a screening or check results in a finding.
- b. CONTRACTOR must conduct Level I pre-employment criminal background screenings, through an FDLE-approved provider, on all new hires, temporary staff, interns and volunteers according to BOARD policy. CONTRACTOR shall provide a list of individuals screened or re-screened according to policy to the BOARD by September 30 and at any point the list is requested by the BOARD or DEO to ensure continued

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compliance. The list shall include the name of the individual screened, the last four digits of the individual's social security number, the date the screening was completed, the date the results of the screening were reviewed, and the individual responsible for reviewing and approving the individual for employment. Note: For annual quality assurance reviews by DEO, the CONTRACTOR must provide documentation of background screenings as requested. Further, the CONTRACTOR must maintain its background screening documentation in a secure location and store the material separately from any official employee personnel file.

- c. CONTRACTOR must conduct a check of the Dru Sjodin National Sex Offender Public Website on all new hires, temporary staff, interns and volunteers according to BOARD policy. CONTRACTOR shall provide a list of individuals screened or re-screened according to policy to the BOARD by September 30 and as any point the list is requested by the BOARD or DEO to ensure continued compliance. The list shall be maintained in the same manner as the FDLE criminal background screenings noted in the item above.

R. Incident Reporting

Known or suspected incidents of fraud, injury, program abuse or criminal conduct shall be reported to the BOARD in writing using the BOARD approved form (or another approved format) immediately but no more than 24 hours after the incident.

S. E - Verify

In accordance with 448.095, F.S., CONTRACTOR shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. CONTRACTOR shall certify in writing to the BOARD's Human Resources Manager that it has registered and is utilizing E-Verify by September 30. At any time during the duration of this contract, the BOARD may inspect the CONTRACTOR'S new hire documentation which demonstrates compliance with E-Verify use.

T. Reports

All reports and reimbursement requests shall be submitted to Matt.Salera@careersourcecapitalregion.com & Tandria.Edwards@careersourcecapitalregion.com

- a. Payment Request: CONTRACTOR shall submit to the BOARD a Payment Request and any back-up documentation, as specified in Section III. Payment for Services. The Payment Request must be submitted each month. Services and/or training paid in full or in part under any other contract or from any other source are not eligible for payment under this contract.
- b. Financial and Programmatic Reports: CONTRACTOR shall ensure that financial and programmatic reports be provided no less than monthly for all program areas managed unless otherwise directed by the BOARD.
- c. Contract Close-Out Report: CONTRACTOR shall submit to the BOARD a Contract Close-Out Report within ninety (90) days after the contract termination, summarizing all payment requests, actual expenses, inventory and other items requested by the BOARD.
- d. Program Income Report: Government or nonprofit contractors who generate program income from

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activities covered under this contract, shall submit to the BOARD a Program Income Report within ninety (90) days after contract termination.

U. Contractor Authority

- a. CONTRACTOR shall not enter into contracts and/or agreements on behalf of the BOARD or its customers without prior written authorization from the BOARD.
- b. CONTRACTOR shall not act as an agent or employee of the BOARD beyond the Scope of Work described herein. If CONTRACTOR takes any action outside of this designated Scope of Work, CONTRACTOR shall be liable for all costs, fees and damages that may be incurred by CONTRACTOR or the BOARD as a result of such actions.

V. Oversight

The CONTRACTOR will report to and be overseen by the BOARD. The CONTRACTOR must openly and immediately communicate to BOARD leadership any challenges or problems faced by CONTRACTOR in the operation and management of the Career Centers that will adversely affect CONTRACTOR's performance of the Contract, or BOARD's ability to meet federal or state requirements.

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II. SCOPE OF WORK

A. Workforce Services

CONTRACTOR will dictate the day-to-day policies and procedures of daily operations in the career center including space configuration, space usage, space design integrated service delivery design as well as human centered principles.

CONTRACTOR will support CSCR's service delivery model that is meant to enhance the ability of the BOARD to meet the needs of both career seekers and businesses by operating an integrated case management system that eliminates programmatic silos and better avails career seekers to the array of workforce development services offered by the BOARD. Referred to as the "Business and Industry First" model, the model will operate a system that ensures that business and industry are the primary customers whose needs serve as the foundational core of our operations. This model will be business focused and will better meet their needs by increasing career seekers' access to all the services that the BOARD has available. The model requires both CONTRACTOR and BOARD staff to work together to ensure operational success as well as to share necessary information and data allowing for effective service delivery and continuous improvement.

CONTRACTOR will provide increased support to universal career seekers to ensure equitable services. These supports will include partnerships with other community-based organizations with programs/resources that can assist in providing sufficient wraparound services thereby increasing the career seeker's ability to conduct an efficient job campaign and obtain unsubsidized employment at the highest wage possible.

A primary measure of success for the CONTRACTOR will be meeting and/or exceeding the contract performance measures. With respect to the day-to-day career center operations and management, the CONTRACTOR will be responsible for the functional integration of all workforce investment activities of the BOARD to ensure that they meet the needs of employers and career seekers by enhancing communication, coordination, collaboration and engagement.

CONTRACTOR will ensure its staff understands the human resource needs of business and our target industries as well as providing the training and employment needs to support the full range of career seekers. CONTRACTOR will work with the Business & Employer Solutions (BES) department to gain insight and business intel for business human resource needs.

CONTRACTOR will need to assess employer needs against labor market assets as well as workforce development and placement services. This is a key component to our common success. The CONTRACTOR will create a plan for increasing Career Center staff's industry sector knowledge which will require full engagement of the BOARD's Business & Employer Solutions department. This plan will become a part of the Regional Training Plan and should be incorporated within the first quarter of PY 2023-2024.

B. One-Stop Operation

The basic role of the One-Stop Operator is to coordinate the service delivery of participating one-stop partners and service delivery providers in addition to ensuring the comprehensive Career Centers meet credentialing requirements. Note: The One-Stop Operator is expected to work full time onsite at the career centers. To that end, the following services must be completed by the CONTRACTOR:

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- a. Establish and maintain relationships between all WIOA mandated one-stop partners as well as other partners that support the mission, vision and values of CareerSource Capital Region.
 - i. Provide presentations to community organizations on CSCR solutions for career seekers as well as businesses. The goal is to increase (1) the number of organizations that partner with CSCR (2) the talent pool and (3) the number of businesses served.
 - ii. Create, maintain and publish an up-to-date list of partners and the agreed upon service offering and referral processes. CONTRACTOR will coordinate with CSCR leadership to publish information on the organization's website.
 - iii. Create and manage a routine schedule of presentations to educate partners, potential partners and internal staff on the services provided by CSCR as well as the other one-stop partners' organizations.
 - iv. Ensure Career Center partners and their customers follow the general policies of the Career Center. In the event the Career Center partner fails to adhere to policy, the CONTRACTOR must notify the BOARD in writing within two business days of the failure.
 - v. Coordinate and schedule quarterly meetings with one-stop partners to:
 1. Discuss ways to reach common goals (i.e., performance, financial, customer satisfaction).
 2. Leverage resources across partner organizations for the greater good of those served, including those with barriers to employment (i.e., individuals with disabilities, returning citizens, older workers) and those who may require long-term services towards gaining employment.
 3. Discuss programmatic and financial issues faced by the partners as well as any misunderstandings/myths that may exist between participating partners (troubleshooting of issues).
 4. Serve as initial contact for formal partner complaints against another partner (including CSCR), make recommendations for complaint resolution and work with the BOARD's Complaint Manager for documentation of and recommendation approvals.
 5. Discuss and implement solutions for improving and maintaining an effective and successful one-stop system.
 6. Discuss opportunities and implement solutions for collaboration on potential grant opportunities that serve the core mission of the one-stop system and partner organizations.
 7. Share details on flagship programs, events, and initiatives.
- b. Assist CSCR with ensuring that Memoranda of Understanding/Agreement with all one-stop partners are executed, contains the appropriate clauses, supports the goals of WIOA and CSCR, provides the desired performance outcomes, are adhered to by all parties, as well as tracking completion, updates and expiration of agreements. To perform this task, the CONTRACTOR will be required to:
 - i. Work with CSCR leadership to determine which partners are core partners as well as other community-based organizations that share a mutual customer base in order to leverage resources.
 - ii. Gather contact information for partners and determine services that will be provided that support the one-stop system.
 - iii. Maintain up-to-date contact information, description of services provided, and provide an innovative solution to track said information.

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- iv. Determine and implement a referral method across partner organizations, with a tracking dashboard to monitor the effectiveness of the MOUs/MOAs and the referral system.
 - v. Using the information gathered, clearly describe each partner's role and responsibilities to the one-stop system including financial contributions to support the career center. Note: The CONTRACTOR will work with the BOARD's Chief Financial Officer (CFO) to determine each partner's required financial contribution to support the one-stop system.
 - vi. Provide functional supervision of all Career Center required services, including all services provided by entities that have voluntarily entered Memorandums of Understanding/Agreement (in accordance with WIOA).
 - vii. Develop, with input from the BOARD and partners, and measure system metrics for the One-Stop partners based on the agreed upon MOU/MOA.
 - viii. Orient co-located partners on the career center delivery system and local processes prior to MOU/MOA execution.
 - ix. Coordinate and/or facilitate professional development and staff training for One-Stop partner staff to include general policies of the Career Center, best practices and improvement of operations to foster a higher level of services to career seekers and businesses of the One-Stop Center.
 - x. Support CSCR's Affiliate Site Partnership initiatives in Gadsden, Leon and Wakulla Counties. As a part of supporting the initiative, the CONTRACTOR will be responsible for recruitment, management and certification of affiliate sites, with a focus on Gadsden and Wakulla Counties. At least annually each affiliate site must be certified to retain its affiliate status using BOARD approved standards of certification.
 - xi. Serve as CSCR's liaison to the Transportation Disadvantaged Advisory Council for Gadsden, Leon and Wakulla counties. The CONTRACTOR will attend quarterly meetings to better understand the transportation resources of each county, share information on the solutions/events of CSCR and gather intel on the best locations to secure an Affiliate Site Partnership. The CONTRACTOR will provide a quarterly report to CSCR's senior leadership and ROPC department.
- c. Manage, track and oversee a customer experience program to allow for informed business decision making by the CSCR Board of Directors and senior leadership. To perform this task, the CONTRACTOR will:
- i. Recommend customer experience tools, delivery systems and procedures for consideration by CSCR senior leadership.
 - ii. Provide monthly reports by the 20th of each month on the results/responses from the approved customer experience tools sorted by career center, staff, and program (if possible).
 - iii. Review customer comments identifying trend data to allow for continuous improvement; making recommendations to CSCR senior management for service delivery process changes that address unfavorable customer experiences/comments.
 - iv. Increase career seeker experience by developing flows and processes that are driven by feedback from businesses, career seekers and community-based organizations whose customers are referred to the One-Stop Center.
 - v. Serve as initial contact for career seeker complaints, make recommendations for complaint resolution and work with the BOARD's Complaint Manager for documentation of and recommendation approvals.

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- vi. Provide monthly customer comments (quotes) for use by CSCR for marketing purposes.
- d. Recommend methods of continuous improvement to CSCR's senior leadership. To perform this task, the CONTRACTOR will:
 - i. Research and educate CSCR's senior leadership on innovative methods and best practices for service delivery. Areas of service delivery can include but is not limited to technological tools for delivery of services, career center design/flow, file maintenance, customer engagement/experience, customer/staff training, and assistive technology.
 - ii. Promote adoption of creative and innovative methods as well as best practices in the delivery of services.
 - iii. Facilitate problem-solving activities for the One-Stop Center as well as establishing a process for on-going quality improvement in the One-Stop operations.
- e. Provide quarterly reports and/or presentations to CSCR's Board of Directors and select committees. In addition, attend board committee meetings (at request) to provide data/intel, feedback, advise on certain issues of interest to the Board and/or to understand the strategic direction and vision for CSCR.
- f. Collaborate with CSCR on oversight of the Career Centers, outreach efforts and the addition of complementary services from other partners to the One-Stop Center.
- g. Assume a leadership role in the development of One-Stop certification applications which includes, but is not limited to, ensuring all required posters are displayed prominently, that the facilities meet all ADA requirements, an accessible workforce lab is available to all career seekers and all other State requirements (including but not limited to state and locally mandated staff training requirements are met). In addition to accessibility, ensuring that the career centers are presentable and offer a welcoming, clean and safe environment for all.
- h. In partnership with the Equal Opportunity Officer, develop a process to review and assess the access to facilities and program services for all career seekers, especially individuals with disabilities, youth and individuals with barriers to employment.
- i. Coordinate with CSCR for public relations and marketing purposes to promote the services of CSCR and its career centers/affiliate sites, including materials for outreach (traditional and social media), media spots/interviews as well as the public notices of meetings, as required.
- j. Ensure non-discrimination in that career seekers have an equal opportunity to access programs and services administered by CSCR. No individual shall be excluded from participation in, denied the benefits of, be subjected to discrimination under, or denied employment in the administration of or in connection with programs on the basis of race, color, religion, pregnancy, sex (including stereotyping, transgender status, gender identity, sexual orientation), national origin, age, disability, marital status, political affiliation or belief, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, participation in any WIOA Title I financially assisted program or activity, or any other characteristic protected by Federal, State or local law.
- k. Disclose any potential conflicts of interest arising from the relationships of the CONTRACTOR with

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training service providers or other service providers, including but not limited to, career services providers and other community-based organizations.

- l. In coordinating services and serving as the CONTRACTOR, refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services.
- m. Comply with Federal regulations, and procurement policies, relating to the calculation and use of profits.

C. Hours of Operation

CONTRACTOR will adhere to the following hours of operation for the CareerSource Capital Region offices in Gadsden, Leon and Wakulla counties unless otherwise approved by the BOARD's CEO (subject to BOARD adoption and revision).

Regionwide:

Monday through Friday: 8:30am – 4:30pm

CONTRACTOR will follow the listed holiday schedule (subject to BOARD adoption and revision) and close the Career Centers to career seekers on the days upon which the following holidays are observed:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

Note: For any holiday listed above that is not designated as a paid holiday by the state of Florida, yet the Career Centers are closed to career seekers, staff employed by the Department of Economic Opportunity (DEO) will be given the option to either utilize paid time off (PTO), work from home, work in their designated Career Center or coordinate with their supervisor(s) to otherwise ensure they have worked sufficient hours within the period to cover the work day for which the Career Center is closed.

Emergency closing: In the event of a weather or health event that requires the centers to be closed to the public, the CONTRACTOR will work with the BOARD to establish a modified service delivery that may include remote work, mobile work, or other modifications to continue to deliver workforce services.

D. Management and Delivery of Workforce Development Programs and Services

- a. CONTRACTOR shall ensure that all staff hired as a result of the Contract, including subcontractor staff and all partners, understand and conduct business on a day-to-day basis in accordance with the Standard Operating Procedures approved by the BOARD.
- b. The CONTRACTOR will be responsible for providing and managing a positive customer experience (career

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seeker/employer) in the career centers. CareerSource Capital Region defines customer experience as the product of interactions between CSCR and its customers. Interaction includes the customer journey, the brand touchpoints that the customer interacts with, and the environments the customer experiences during their interactions (in-person, digital, virtual). CONTRACTOR will coordinate with the BOARD to determine the method(s) that will be used to manage and measure customer experience. The BOARD may adopt one or more customer experience management/measurement tool(s) as determined appropriate.

- c. The CONTRACTOR will be responsible for achieving the performance outcomes as negotiated with the BOARD, State of Florida Department of Economic Opportunity (DEO) and CareerSource Florida (CSF) related to the work outlined in Section II: Scope of Work.
- d. CONTRACTOR shall coordinate and schedule center facilities usage such as, but not limited to classrooms, assessment lab, and conference rooms except for the Business Solutions Suite, adhere to and coordinate with the BES Senior Director for the BOARD's fee-for-service solutions.

E. Program Operations

a. Outreach

The CONTRACTOR shall be responsible for adequately informing individuals, groups and partners of the services available. Outreach shall also be conducted in order to attract individuals (career seekers/employers/community-based organizations) who need the services provided and meet the requirements to receive such services to allow CSCR to meet its performance deliverables.

Outreach may include formal advertising, use of reciprocal agreements with other agencies, digital and print collateral, word-of-mouth or other methods of information dissemination. The CONTRACTOR will coordinate with the BOARD's marketing department to develop advertising and digital/print outreach strategies to aid in educating the community on CSCR solutions and attracting additional partners for collaboration and partnership.

The CONTRACTOR will notify the BOARD of scheduled outreach events in advance (as much as possible) to allow for marketing promotion, as appropriate.

The CONTRACTOR will serve as an external spokesperson for CSCR. As such, the CONTRACTOR will work closely with CSCR's Marketing & Communications department for scheduled media spots/on-air interviews for the purposes of outreach.

b. Special Grants and/or Contracts

Additional grants, contracts and workforce services may be obtained and provided by the BOARD during the program year. The CONTRACTOR will be required to support the BOARD for the purpose of this contract; support is defined as:

- market the additional grants/contracts externally to community-based organizations as a part of general outreach functions.
- Be knowledgeable about the offerings of awarded special projects and/or contracts.

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F. Process Management Quality Assurance

The CONTRACTOR will adhere to and regularly review existing general policies, procedures, processes and customer flows, for continuing suitability. The CONTRACTOR will track and address any issues identified in either internal or external quality assurance reviews where findings or other non-compliance issues result from the staff's failure to follow current policy. The results and identified issues from the reviews will be submitted to the BOARD on a quarterly basis due October 14, 2023; January 13, 2024; April 14, 2024; and July 14, 2024.

The CONTRACTOR will coordinate with the BOARD to provide feedback on best practices related to career center and operational procedures, desk guides and forms that are aligned to local policy on a continuous basis.

The CONTRACTOR will consult with the BOARD on significant process changes that impact service delivery or operations to ensure both the BOARD and CONTRACTOR expectations are incorporated prior to implementation.

a. Job Posting Management

The primary job of all CONTRACTOR staff is getting people placed in the right jobs. Although the BES department will enter and maintain the job orders/postings, effective job posting management also includes matching open jobs with skilled and qualified career seekers (job matching), job referrals and job placements. The BES department will establish regular communications with CONTRACTOR staff to transmit real-time information on employers' current needs for workers, labor market trends and feedback from employers on services received from the BOARD. The cooperative flow of information between the BES team, Workforce Services Provider and CONTRACTOR staff are vital to the success of the BOARD's desired integrated service delivery model.

G. Outreach Events Expectations

The CONTRACTOR will:

- Notify the BOARD and coordinate all outreach events with the BOARD's events team.
- Where necessary, the CONTRACTOR will work with the BES Senior Director and Event Coordinator to determine a prospective annual calendar of outreach events no later than the last month of the previous program year. Additional requested outreach events that are not part of the annual calendar will be added if time and resources allow, at the discretion of the BOARD, and must be requested at least 6 weeks prior to the date the event would be held.
- Ensure use of branded collateral for follow all events procedures as events hosted by the BOARD for brand consistency.

H. Marketing and Communications Expectations

CONTRACTOR must ensure that all marketing or branded materials and collateral, whether digital or print, used for any outreach purposes are created by and/or approved by the BOARD.

The CONTRACTOR will:

- Provide staff for media collateral creation and on-air appearances as needed.
- Provide at least two weeks' notice for the creation of any collateral requested.
- Coordinate with the BOARD's marketing department to develop formal advertising and digital/print outreach strategies to aid in community outreach.

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I. Financial and Administrative Expectations

The CONTRACTOR will establish and maintain books, financial records, and documents, including electronic storage media and electronic records, according to Generally Accepted Accounting Principles (GAAP). Records will be maintained to ensure that all costs are allowable. All such records will be made available for audit or monitoring by Federal, State and/or BOARD representatives. The CONTRACTOR will provide financial staff that have experience in managing and accounting. The CONTRACTOR will have internal controls in place to ensure the entire system is consistent and responsible.

The allowability of costs incurred by the CONTRACTOR shall be in accordance with the provisions of 2 CFR 200 Subpart E - Cost Principles.

The CONTRACTOR understands and affirms that there can be no supplanting or commingling of funds received through this Contract. All expenditures will be traceable to the appropriate workforce grant and will be necessary and allowable.

The CONTRACTOR understands and affirms that any revenues above costs including indirect and profit that are generated through the use of funds must be reported and returned to the BOARD.

The CONTRACTOR will follow procurement guidelines issued by Federal, State and BOARD authorities.

J. Reporting

The CONTRACTOR will provide the BOARD with a monthly report that includes data from all operations of the Career Centers in Gadsden, Leon, and Wakulla counties as outlined in Attachment A.

CONTRACTOR will also provide a formal One-Stop Operator report at the full Board of Directors' quarterly meetings and annually at the Chief Local Elected Official Consortium meeting regarding the overall results from the career center operations from the past completed quarter.

CONTRACTOR reporting format(s) must be reviewed and approved by the BOARD to ensure the desired information is being provided to inform decisions made regarding operations, partner engagement, customer experience as well as service delivery flow for customers (career seekers and employers) in the career centers.

ONE-STOP OPERATOR CONTRACT, PROGRAM YEAR 2023/2024

III. PAYMENT FOR SERVICES

A. Payment of Costs

CONTRACTOR shall submit a monthly invoice to the BOARD based on a cost reimbursement contract price. A monthly invoice shall be in accordance with the Budget as shown in Attachment B. Costs will only be reimbursed up to the total budget. All monthly invoices must include the following:

- General ledger detail
- Financial report: budget vs actual

a. Performance

The BOARD has established performance goal(s) for the CONTRACTOR as outlined in Attachment C. The performance deliverables and subsequent goal(s) will fall into one of three (3) categories with a total of seven (7) measures. The CONTRACTOR will report their progress towards meeting the performance goal(s) via the monthly report. The BOARD will determine attainment of the performance deliverables annually by June 2024. Any performance deliverable/goal(s) not met may result in the initiation of a Performance Improvement Plan (PIP) at the discretion of the BOARD.

The performance deliverable categories for PY 2023-2024 are:

- Customer Experience
- One-Stop Certification
- Partner Engagement Measures
 - Career Center Partners Council Attendance Rate
 - Career Center Partners Council Membership Rate
 - Engagement of New Partners
 - Affiliate Site Partnership Engagement Rate
 - Cross-Partner Referral Rate

b. Performance Reporting

The CONTRACTOR will produce a monthly report that includes the performance deliverables that are identified in this document as Attachment C, Performance Deliverables. Data for this report will be extracted from the appropriate MIS. As a part of this report, the CONTRACTOR will provide analysis and performance improvement plans as needed for those measures that do not meet the standards identified.

c. Appealing Performance Determinations

Subsequent to the receipt and review of performance documentation submitted by CONTRACTOR annually, the BOARD will provide a final report assessing if the performance of the CONTRACTOR met the performance deliverable goals as defined herein.

The CONTRACTOR will have a 10-day window to appeal determinations associated with performance deliverables. The scope of the appeal process will include the ability to establish that unique and unusual conditions existed during the period that were unrelated to performance that directly resulted in performance below the standard. In such cases, it must be clearly established that the unique or unusual

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circumstance impacted CONTRACTOR's ability to meet the performance goal(s) as indicated in the Contract.

The BOARD will provide a written response to CONTRACTOR's appeal within ten (10) calendar days.

B. Fiscal Year-End Invoice

The final invoice of the fiscal year will need to be submitted no later than 13 calendar days from June 30. Invoices that are not submitted in a timely manner may result in a \$1,000 penalty, not to exceed \$5,000 from CONTRACTOR'S profit, being imposed for each day that it is late.

C. Year-End Reporting

CONTRACTOR shall provide to the BOARD a report within 30 days of the year's end that shows the CONTRACTOR's actual costs compared to the budgeted costs for the current fiscal year.

At the end of the fiscal year, the BOARD will conduct a subrecipient monitoring to verify costs as well as indirect costs and profit line items.

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IV. CONTINUOUS IMPROVEMENT

A. Linkage to Training & Development

The CONTRACTOR will be responsible for providing training to career center and partner staff on broad general policies and non-programmatic topics. The training may be facilitated by the CONTRACTOR, or the CONTRACTOR may secure other internal/external subject matter experts. The CONTRACTOR will collaborate with the Workforce Services Provider and the BOARD's ROPC department to designate the topics that will be covered during the program year and publish them in the Regional Training Plan. Some topics could include, but are not limited to:

1. Emergency Preparedness/Continuity of Operations (COOP)
2. Sexual Harassment
3. Ethics in the Workplace
4. Confidentiality
5. Violence in the Workplace
6. Customer Service
7. Mental Health/Suicide Prevention
8. Disability Awareness/Equal Opportunity
9. Diversity, Equity and Inclusion
10. Industry Sector Knowledge Monthly Operations Review

The CONTRACTOR will participate in regular meetings of the local Operations Management Team to review contract items, processes, career seeker satisfaction and other operational performance data. The operations management team will include designated members of the CONTRACTOR, Workforce Services Provider and BOARD's leadership team.

B. Continuous Improvement

The CONTRACTOR shall establish and maintain reliable mechanisms that will immediately identify when a problem occurs and when corrective action is necessary. This continuous improvement process shall include, but is not limited to, the following:

- Automation – The CONTRACTOR shall use automation whenever and wherever possible to deliver services to partners, career seekers and businesses. The CONTRACTOR will use all features of Atlas, and Employ Florida systems, and ensure ongoing training in the use of these systems for the OSO staff. The CONTRACTOR shall also explore other uses of technology to continue to improve service delivery.
- Tracking Effectiveness – The CONTRACTOR will track effectiveness of service provision using customer feedback (career seeker, partner agencies and employer focus groups and survey results), and feedback from the general public. The CONTRACTOR shall also conduct at least a monthly review and analysis of the data to identify trends and issues, and report this information, where possible, in the monthly report.
- Performance Evaluation – The CONTRACTOR shall continuously evaluate its performance and the overall success of the career center. This shall include a comprehensive analysis of both the financial

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and performance aspects of the CONTRACTOR's operation.

The CONTRACTOR will develop and maintain a Continuous Improvement Plan that provides guidance on how the CONTRACTOR will establish and maintain mechanisms/processes intended to enhance CSCR's career center/one-stop system. CONTRACTOR staff will ensure that BOARD staff input is sought and incorporated no later than July 1st of each year. The plan will be created annually, and the CONTRACTOR and BOARD will review the plan semi-annually to ensure adjustments are made as needed to address identified trends or changes in organizational needs.

C. Performance Improvement Plan/Corrective Action

A Performance Improvement Plan (PIP) is intended to define serious areas of concern and/or gaps in the CONTRACTOR's performance, reiterate the expectations of CSCR and allow the CONTRACTOR the opportunity to demonstrate improvement. Failure of the CONTRACTOR to meet performance deliverables for more than three (3) consecutive months may initiate a PIP between the CONTRACTOR and the BOARD. The PIP will be managed by the ROPC department and contain benchmarks to gauge the actual or potential for performance improvement.

ONE-STOP OPERATOR CONTRACT, PROGRAM YEAR 2023/2024

V. SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

EDUCATIONAL DATA SYSTEMS, INC. (EDSI)

**BIG BEND JOBS & EDUCATION COUNCIL, INC.
d/b/a CareerSource Capital Region**

SIGNED BY: 

SIGNED BY: 

NAME: Kevin B. Schnieders _____

NAME: James H. McShane III, MPA

TITLE: CEO _____

TITLE: Chief Executive Officer

DATE: June 22, 2023

DATE: 6/20/23

ATTEST: 

ATTEST: 

NAME & TITLE: Jennifer Sarkisian, Executive Assistant

NAME & TITLE: Matthew Salera, CEO

CONTRACTOR FISCAL YEAR ENDING DATE: 6/30/2024

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VI. ATTACHMENT A: REQUIRED REPORTING – MONTHLY

The CONTRACTOR will submit a monthly report, separate from the monthly invoice, containing data that summarizes relevant programmatic benchmarks to the BOARD by the 10th day of the month. This report serves to validate the realization of actual service delivery expectations. Should the 10th day of the month fall on a weekend or holiday, the report will be due by the close of business on the first business day after the 10th.

The monthly report will contain the following elements:

1. Contract Deliverables
2. Performance Holdback Summary Analysis
2. Outreach (Partner/Community)
3. Customer Experience
4. Career Center Reporting
5. Partner Engagement
 - a. Career Center Partners Council Meeting Attendance
 - b. Execution of MOU/MOA (renewals/new)
 - c. Engagement of new partners (based on new MOUs/MOAs)
 - d. Affiliate Site Partnerships (current/new sites)
 - e. Referrals and co-enrollments of career seekers among required partners
 - f. Partner usage of career centers (I.e. meeting space, events, co-location, etc.)
 - g. One-Stop Certification and ADA compliance
 - h. Provision of professional development training (career center and partner staff)

Note: Additional reporting elements may be requested as determined necessary by the ROPC department. Should additional reporting elements be requested by ROPC, the CONTRACTOR will update their reporting in the subsequent reporting cycle.

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VII. ATTACHMENT B: CONTRACT BUDGET 2023-24

	<u>Budget</u>
1. Staff Salaries	\$60,650.42
2. Staff Fringe Benefits - 31.2%	\$18,922.80
a - FICA SS	\$4,639.73
b - FICA Med	
c - Health Insurance	\$11,487.10
d - dental/life/Std/Ltd	\$ 2,795.97
3. Office Supplies	
4. Staff Travel, in region	\$ 4,000.00
5. Staff Travel, out of region	
6. Staff Training	
7. Advertisement/Recruitment	
8. Overhead, Allocated, Indirect Costs(10%) & Profit(5%)	\$12,953.78
Indirect Costs	\$8,357.28
Profit	\$4,596.50
Total Program Costs	<u><u>\$96,527.00</u></u>

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VIII. ATTACHMENT C: PERFORMANCE DELIVERABLES – PY 2023/2024

CONTRACTOR may meet or exceed the established contract performance deliverable threshold. The CONTRACTOR will provide the required documentation for each deliverable to prove attainment annually.

CUSTOMER EXPERIENCE

PERFORMANCE MEASURE	GOAL	REQUIREMENT	DOCUMENTATION
Customer Experience	50% Net Promoter (or other BOARD measurement tool) Score for the region	CONTRACTOR will work in coordination with the BOARD to ensure career seekers served in Gadsden, Leon and Wakulla receive a meaningful experience as defined within the contract.	1) A copy of the BOARD approved measurement tool) scores for the appropriate timeframe.

ONE-STOP CERTIFICATION

PERFORMANCE MEASURE	GOAL	REQUIREMENT	DOCUMENTATION
One-Stop Certification	Successful Certification of Career Centers	<p>CONTRACTOR will work in coordination with the BOARD to ensure each career center served in Gadsden, Leon and Wakulla counties attain certification as provided during the Department of Economic Opportunity’s (DEO) annual Quality Assurance Monitoring Review.</p> <p>*The annual quality assurance review is typically conducted in the second half of each program year. Therefore, this metric will only be assessed in the Second Period of review.</p>	1) A copy of the DEO-approved monitoring report showing no deficiencies for the career centers and that certification has been granted.

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PARTNER ENGAGEMENT MEASURES

Career Center Partners Council Attendance Rate	85%	CONTRACTOR will ensure that core partners and community-based organizations attend the quarterly Career Center Partners Council meetings.	1) A copy of the attendance roster for the timeframe listing all members of the Career Center Partners Council and their attendance for each meeting.
Career Center Partners Council Membership Rate	10% Increase over prior PY	CONTRACTOR will ensure that, based on the needs of the Career Center, new members are brought on to the Career Center Partners Council to assist in filling gaps in services for career seekers and businesses.	1) A copy of the Career Center Partners Council Roster for the timeframe noting new vs. incumbent members of the Council.
Engagement of New Partners (MOU/MOA)	15% Increase over prior PY	CONTRACTOR will ensure that WIOA core partners and other community-based organizations are engaged in the One-Stop system by way of Memorandum of Understanding or Memorandum of Agreement. The goal is to increase the number of partners, especially those that serve underserved populations and/or those with barriers.	1) A tracking spreadsheet, query information or other report (as determined by the Board) should be submitted showing all new partners that have executed a Memorandum of Understanding/Agreement for the specified timeframe.
Affiliate Site Partnership Engagement Rate	50% Increase over prior PY	CONTRACTOR will engage community-based organizations that have open access to all services to participate in the CSCR Affiliate Site Partnership. The goal is to meet career seekers where they are in the community and alleviate transportation concerns to access general One-Stop services.	1) A tracking spreadsheet, query information or other report (as determined by the Board) reflecting the list of Affiliate Site Partnerships created during the specified timeframe.
Cross-Partner Referral Rate	30% Increase over prior PY	CONTRACTOR will ensure maximum usage of CSCR's approved referral system(s) between partner agencies participating in the Career Center Partners Council.	1) A tracking spreadsheet, query information or other report (as determined by the Board) reflecting the cross-agency referrals for the specified timeframe.

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IX. ATTACHMENT D: ASSURANCES

As a condition of the receipt of Federal and State funds under the Personal Responsibility Act (Public Law 104-193), the Workforce Innovation and Opportunity Act (WIOA) (Public Law 113-128), the Workforce Innovation Act of 2000 rules and regulations, hereby identified as BOARD programs, the CONTRACTOR agrees to submit a plan for the delivery of One-Stop services and operations under the WIOA, programs, and agrees to operate the programs in accordance with both Federal, State and local requirements, the Local Workforce Development Board 05 Workforce Innovation and Opportunity Act Four-Year Training Services Plan, and all other laws as applicable.

THE CONTRACTOR ASSURES THAT:

1. The CONTRACTOR shall be liable to the BOARD for any unauthorized costs expended in the operation of the career center and for any disallowed costs that incurred as a result of the CONTRACTOR expending funds not authorized under the Contract or in violation of the appropriate Federal or State statutes, regulations or guidelines. Any funds requested for reimbursement by the CONTRACTOR that are determined by the BOARD, the Governor, Department of Economic Opportunity, or Department of Labor to be in violation of appropriate Federal and State Statutes, regulations or guidelines shall be refunded and repaid to the BOARD by the CONTRACTOR. If the Contract or Amendments thereto are still in effect, the BOARD shall withhold these monies from any allowable reimbursement request of the Contractor.

The CONTRACTOR agrees to promptly repay the BOARD any amount previously paid to the CONTRACTOR by the BOARD, which is determined by final audit to be an unallowable cost or expenditure. The CONTRACTOR shall repay the BOARD any funds found not to have been expended in accordance with WIOA regulations or any disallowed expenditure in the final resolution of the audit report. The Contractor shall repay such amounts from funds other than funds received under WIOA. The BOARD may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs. This provision is subject to any administrative or other legal procedures available to the CONTRACTOR.

2. The CONTRACTOR is in accordance with section 287.135 Florida Statutes and is not listed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemptions as provided in Section 287.135(4), Florida Statutes. These lists are pursuant to sections 215.4725 and 215.473, Florida Statutes.
3. The CONTRACTOR shall be liable for prosecution under the criminal provision of the 18 U.S.C. 665 for theft or embezzlement of Department of Labor and Employment Security (DLES) funds.
4. The failure of the BOARD to strictly enforce any of the provisions of the Contract/ Modification, or to require strict performance by the CONTRACTOR of any

ONE-STOP OPERATOR CONTRACT, PROGRAM YEAR 2023/2024

of the provisions hereof, shall in no way be construed to be a waiver of such provisions or any other validity of the Contract or any part hereof, or waive the right of the BOARD to thereafter enforce each and every provision therein.

5. The CONTRACTOR shall indemnify, defend, forever discharge, and hold the BOARD harmless from all liabilities, charges, demands, claims, actions, causes of action, suits, and judgments for any or all harm, injuries, losses, damages, and expenses, including court costs and reasonable attorneys' fees, caused by the CONTRACTOR's acts or omissions, whether negligent or intentional, in the course of the operation of the Contract to the extent permitted by law, including charges, claims, actions, and suits brought by employees who are hired, overseen, managed or supervised by CONTRACTOR. Once the BOARD tenders a written demand to CONTRACTOR to indemnify and defend, CONTRACTOR must put its insurance carrier on notice of the demand within 48 hours of receipt of the demand and must assume the defense of any charge, demand, claim, action, cause of action, or suit within 5 days of receiving the demand. Notwithstanding anything to the contrary contained herein, the CONTRACTOR does not hereby waive any of its sovereign immunity, and any obligation of the CONTRACTOR to indemnify, defend or hold harmless the BOARD, in accordance with this Agreement, shall extend only to the limit, if any, permitted by Florida law, and shall be subject to the monetary limitations established by Section 768.28, Florida Statutes.
6. The BOARD shall indemnify, defend and hold the CONTRACTOR harmless from all claims, suits, judgments, losses, damages and expenses, including court costs and reasonable attorneys' fees, caused by BOARD's negligence, intentional acts, malfeasance, omissions, or breach of any provision herein in the course of the operation of the Contract.
7. The Department of Economic Opportunity requires that BOARD's local monitoring plan include fiscal monitoring of all service providers. BOARD's ROPC and Fiscal Departments monitor the invoices for appropriateness of costs, timeliness of the submission related to the time that the expenditures were incurred, dates of enrollment related to dates of expenditures and overall accuracy of the invoice.
8. Each month, program fiscal reports are due on the 10th of the month. The Fiscal Department monitors the reports and invoices over the remainder of that month. When there is a discrepancy, the CONTRACTOR is immediately notified and appropriate clarification and/or documentation is requested. If the CONTRACTOR submits the requested documentation in a timely manner, and the Fiscal Department reviews and accepts the documentation/clarification, no reimbursement is withheld. If the CONTRACTOR fails to submit proper documentation/clarification, all reimbursements will be withheld until such time that the proper clarification is submitted to and accepted by the Fiscal Department. The BOARD reserves the right not to pay if invoices are submitted more than sixty (60) days past the end of the month being invoiced. Each year a final closeout report is due within thirteen (13) days after the contract end date. After this deadline, no reimbursement can be made for prior year's expenses.
9. The CONTRACTOR assures that it will comply with the requirements of WIOA and regulations and policies promulgated thereunder. The CONTRACTOR further agrees to comply with all subsequent revisions, modifications and amendments to WIOA and the related regulations as assigned by the BOARD. Failure by the CONTRACTOR to accept or comply with changes to WIOA or the related regulations that affect the terms of the Contract, and which the BOARD shall

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present in writing, shall be sufficient basis for termination by the BOARD. The CONTRACTOR assures that it will comply with the BOARD's directives, procedural instructions and policies.

10. The CONTRACTOR assures that clarification will be sought from the BOARD on any policy, law, rule, regulation and/or directive that is not clearly understood prior to adopting any practice or procedure to which the BOARD shall supply clarification. The CONTRACTOR understands that the BOARD will give the CONTRACTOR thirty (30) days to take corrective action should it be determined that there is a violation. If the CONTRACTOR does not take corrective action, funding will be withheld or revoked.
11. The CONTRACTOR shall maintain sufficient financial records to allow costs to be properly charged to the appropriate cost categories. The CONTRACTOR shall maintain proper accounts and an accurate verification of career seeker statistics.
12. The CONTRACTOR understands that modifications and/or revisions to the financial and/or program aspects of the Contract may be required as a result of changes in the BOARD's funding allocations. The CONTRACTOR understands and agrees that if either party desires to change or modify the Contract, the proposed changes shall be written documents executed by both parties. The CONTRACTOR understands that the written proposed changes shall be negotiated to the extent possible and that the Contract shall become a written signed modification to the original contract. The CONTRACTOR further understands that the BOARD may amend the Contract to conform to those changes in any Federal or State Statute, Regulation, Procedural Instruction, and/or Executive Order relevant to the Contract or any amendment hereto. No funds under the Contract may be used in support of any religious, anti-religious, or political activity.
13. It is understood and agreed by the parties hereto that this is a cost reimbursement contract, which requires a minimum level of performance for full payment. Failure to meet the minimum level of performance as outlined in the Scope of Work may result in payments being withheld or repayment by the CONTRACTOR of all or a portion of the funds paid for such training or activities.
14. The Contract may not be modified, amended, canceled, extended or assigned orally without the express written consent of the BOARD or the Chief Executive Officer of the BOARD. All modifications, amendments, cancellations, extensions and/or assignments must be reduced to writing and incorporated into an amendment hereto.
15. All records pertinent to the Contract, including financial, statistical, audit and property, and supporting documentation, shall be retained for a period of five (5) years from the date of final payment of the Contract or until all audits are complete and findings on all claims have been finally resolved, whichever is the longer period of time. If the CONTRACTOR is not able to retain the necessary records, such records shall be transferred to the BOARD. Such records shall be transmitted to the BOARD for acceptance in an acceptable condition for storage.
16. Property purchased that has an expected normal life of one year or more shall be reported on the monthly financial report to the BOARD. Records for

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nonexpendable property shall be retained for a period of three (3) years after final disposition of the property.

17. CONTRACTOR assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act will be American-made.
18. The CONTRACTOR must ensure that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with the Contract on the basis of race, color, religion, sex, national origin, disability, age, political affiliation, marital status, sexual orientation or status as a workforce services career seeker.

As a condition to the award of financial assistance under WIOA, and the CONTRACTOR assures, with respect to operation of WIOA funded programs or activities, and all agreements or arrangements to carry out the WIOA funded programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Immigration Reform and Control Act; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; Equal Treatment in Department of Labor Programs for Faith-Based Organizations and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

The CONTRACTOR assures that it will comply with 2 CFR Part 175 – Award Term for Trafficking in Persons.

The CONTRACTOR assures that it will comply with 29 CFR 97.36(i)

The CONTRACTOR assures that it will comply with 29 CFR 95.48 and Part 95, Appendix A

Termination for cause and Convenience 2 CFR Appendix II to Part 200 (B)

Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Public Announcements and Advertising: Division H, Title V, Section 505 of Public Law 114-113

- The percentage of the total costs of the program or project which will be financed with Federal money totals 100%
- The dollar amount of Federal funds for the project or program totals **\$96,527**.

Percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources is .0.

The CONTRACTOR assures that it will comply with 29 CFR Section 34.23 - Dissemination of Policy and that initial and continuing notice shall be provided so that it does not discriminate on any prohibited ground, to: applicants, eligible applicants, career seeker, applicants for employment, employees, and members of the public, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with

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the recipient.

The notice requirements imposed require, at a minimum, the notice be posted prominently in reasonable numbers and places, disseminated in internal memoranda and other written communications, included in handbooks or manuals, made available to each career seeker and made a part of the career seeker's file. The notice shall be provided in appropriate formats to individuals with visual impairments. Where notice has been given in an alternate format to a career seeker with a visual impairment, a record that such notice has been given shall be made a part of the career seeker's file.

In accordance with Federal and State requirements, the CONTRACTOR shall ensure that the posters listed below, and all others that may be required by law but are not listed below, are displayed prominently at all facilities managed by the CONTRACTOR within the Contract, including satellite offices and service delivery area recipients:

- Equal Employment Opportunity Is the Law (Spanish and English)
- Florida Law Prohibits Discrimination (Spanish and English)
- Your Rights Under the Fair Labor Standards Act
- Family and Medical Leave Act
- Notice to Workers with Disabilities
- Migrant & Seasonal Agricultural Worker Protection Act
- OSHA Job Safety and Health Protection
- Reemployment Assistance
- Child Labor Laws
- Employee Polygraph Protection Act
- Worker's Compensation

The CONTRACTOR shall, during each presentation to orient new career seekers and/or new employees to its WIOA funded programs or activities, include a discussion of career seekers' and/or employees' rights under nondiscrimination and equal opportunity provisions, including the right to file a complaint of discrimination.

The CONTRACTOR assures that it will comply with Title 29 CFR Part 34.24, Data and Information Collection and Confidentiality, which requires the CONTRACTOR to collect the data and maintain the records that the Directorate of Civil Rights finds necessary to determine recipient compliance with nondiscrimination and equal opportunity provisions. Equal opportunity includes:

- Records on applicants, eligible applicants, career seekers, terminees, as well as on applicants for employment and employees;

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- By race, ethnicity, gender, age, and "where known" disability status. "Where known" is the standard applicable for compliance reporting under 29 CFR part 34. For compliance purposes, it is necessary to know, not only the number of individuals who wish to identify themselves as individuals with disabilities, but also the number of individuals who are perceived by the Contractor as being individuals with disabilities.
19. The CONTRACTOR agrees that conditions of employment or training shall be appropriate and reasonable with regard to the type of work, geographical region, and skills of the career seeker. No career seeker will be trained or receive services in buildings or surroundings which are unsanitary or dangerous. The Contractor assures that on-the-job training career seekers will be provided the same working benefits at the same level as other employees similarly employed.
 20. The CONTRACTOR assures that to the extent that a State Workers' compensation law is applicable, the CONTRACTOR shall provide information regarding workers' compensation benefits, in accordance with such law, to the potential employer. The State of Florida shall provide workers' compensation coverage for all Community Work Experience career seekers. To the extent that such law is not applicable, the Contractor, as a recipient of WIOA funds shall secure insurance coverage for injuries suffered by such career seekers.
 21. The CONTRACTOR shall not assign, delegate, or in any way transfer any of its rights or responsibilities, or any part of the work and services as called for by the Contract without prior written approval of BOARD.
 22. The CONTRACTOR understands that any contract approved to be subcontracted under the Contract shall be specified by written agreement and shall be subject to each provision of the Contract and all Federal, State, and local laws and regulations. This includes appropriately executed separate subcontracts for on-the-job training, limited internships, and work experience positions.
 23. The CONTRACTOR understands and agrees that verbal communications between the parties will not be accepted in any audit determinations or other matters involving interpretations of the rules and regulations governing the implementation of WIOA and other managed programs.
 24. The CONTRACTOR assures that it will develop monitoring procedures to ensure its compliance with the One-Stop Operator functions as defined in WIOA , and that adequate administrative and accounting controls are being used. BOARD shall have the right to monitor and evaluate all aspects of activities and the CONTRACTOR shall provide access to all records necessary to accomplish this obligation.
 25. The CONTRACTOR shall use the applicable Management Information System (MIS) designed to facilitate the uniform compilation and analysis of programmatic data. On a time schedule determined by BOARD, the CONTRACTOR shall maintain and submit accurate, complete and timely career seeker and financial records and program reports and/or documentation, as specified by BOARD.
 26. The CONTRACTOR shall establish and maintain an auditable accounting system, and report on an accrual basis in accordance with recognized accounting

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practices and the BOARD's and Department of Economic Opportunity (DEO) requirements for fiscal and program reports. This includes establishing record keeping systems that are sufficient to permit the preparation of reports required by DEO and BOARD, and to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully.

27. The BOARD, Department of Economic Opportunity, the United States Secretary of Labor, the Inspector General of the United States Department of Labor, the U.S. Comptroller General, or their designated representatives shall have access and the authority to monitor, audit, examine and make excerpts, copies, or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the Contract. To carry out this function, officials shall have access to all matter covered by the Contract during regular business hours and at reasonable locations, including the CONTRACTOR'S office or any other site at which the CONTRACTOR may operate, maintain offices, or keep books and records.
28. The CONTRACTOR assures that an annual independent audit will follow the audit requirements of Department of Economic Opportunity Policy, a copy of the audit furnished to the BOARD along with a statement explaining the effect that any findings have on funds received in the Contract. The CONTRACTOR will follow the allowable cost principles of 2 CFR 200.501.
29. The CONTRACTOR understands that monthly payments to finance the Contract are for Career Center operations as specified and outlined in the contract's Scope of Work. Contract deliverables for programs will be provided annually to the CONTRACTOR. Failure to attain those levels of performance may result in funds being withheld until the appropriate deliverables are attained. Continued failure to comply with required contract deliverables may result in contract termination.
30. The CONTRACTOR agrees to abide by Federal and State rules/regulations pertaining to patent rights with respect to any discovery or invention that arises or is developed in the course of or under such contract (as applicable). CONTRACTOR agrees to comply with Federal patent rights.
31. The CONTRACTOR will comply with requirements pertaining to copyrights (agreements which involve the use of copyrighted materials or the development of copyrightable materials) and will comply with requirements pertaining to rights to data. The BOARD, and the Department of Economic Opportunity shall have unlimited rights to any data first produced or delivered under the Contract (agreements which involve the use/development of computer programs/applications, or the maintenance of databases or other computer data processing programs, including the inputting of data).
32. The CONTRACTOR assures that revenues in excess of costs shall be treated as program income. Funds not spent during the Contract period shall be returned to the BOARD within thirty (30) days of the expiration date of the Contract.
33. The CONTRACTOR will adhere to and comply with the BOARD's Non-Discrimination and Complaint & Grievance Procedures, which have been approved by the Department of Economic Opportunity's Office of Civil Rights.

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34. Avoidance of Conflict of Economic Interest - an executive, officer, agent, representative, or employee of the CONTRACTOR will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the CONTRACTOR. No member of any council under WIOA shall cast a vote on the provision of services by that member or any organization, which the member directly represents or vote on any matter that would provide direct financial benefit to that member.
35. The submittal of false information may be considered as fraud and any other breach of these Contract terms could result in the immediate termination of the Contract. The CONTRACTOR is liable for the repayment of funds that were paid by the BOARD for reported performance or other compensation for services or expenses subsequently determined to be invalid. Repayment may be by deduction from subsequent invoices or in the form of a check for the amount owed if the program ended.
36. The CONTRACTOR understands that the BOARD has the right to terminate the Contract by written notification when an extenuating circumstance arises, for example when the work is no longer required. It is understood that the CONTRACTOR will be compensated for work already completed or in the process according to accurate, appropriately submitted documents.
37. In the event of, and as a result of, any breach of the Contract, the CONTRACTOR shall indemnify and hold harmless the BOARD for any disallowed costs resulting from any such breach of the Contract. The management, administration and implementation of all terms and conditions of the Contract shall be performed in a manner the BOARD deems satisfactory. The BOARD may act in its own best interest including, but not limited to:
- Requiring a written report of corrective action within specific time frames;
 - Withholding payment;
 - Requiring pay back;
 - Disallowing inappropriate claims, payments, or costs;
 - De-obligating Contract funds; or
 - Terminating or suspending the Contract.
38. If the CONTRACTOR determines that the program described in the Contract is not functioning as intended, the CONTRACTOR shall notify the BOARD immediately by telephone, followed by written notice, which may result in bilateral corrective action or adjustment of the Contractual terms through modification of the Contract.
39. The CONTRACTOR agrees to abide by Federal and State rules/regulations pertaining to compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (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).

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40. The CONTRACTOR agrees to abide by Federal and State rules/regulations pertaining to compliance with all mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
41. The CONTRACTOR will comply with the uniform fiscal and administrative requirements of the Federal Office of Management and Budget 2 CFR 200.
42. The CONTRACTOR will comply with the Drug Free and Smoke Free Workplace policy. CONTRACTOR will maintain a drug free and smoke free workplace for both employees and career seekers.
43. The CONTRACTOR will comply with Part C of P.L 103-227, the “Pro-Children Act of 1994”, which prohibits smoking in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by federal programs whether directly or through State or local governments.
44. The CONTRACTOR will assure that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, CONTRACTOR shall clearly state 1) the percentage of the total costs of the program or project which will be financed with federal money, 2) the dollar amount of federal funds for the project or program, and 3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
45. The CONTRACTOR assures that it will not discriminate in its employment practices with respect to the Equal Pay Act (1963), Civil Rights Act (1964), Age Discrimination in Employment Act (1967), Americans with Disabilities Act (1990), and Civil Rights Act (1991). No individual shall be denied employment on the basis of race, color, sex, national origin, disability, age, political affiliation, marital status, sexual orientation or status as a workforce services career seeker and each employee shall have such rights as are available under any applicable Federal, State, or local law prohibiting discrimination.
46. The CONTRACTOR agrees to list all job vacancies in the state of Florida’s designated labor-exchange MIS (Employ Florida) and commit to hiring career seekers into those job vacancies whenever possible.
47. The Contract is subject to termination for cause and for convenience by the BOARD within thirty (30) days advance notice in writing to the CONTRACTOR and by the CONTRACTOR with 120 days advance notice in writing to the BOARD. Any determination under this provision must be made in good faith, with due consideration given to availability of funding and the dedication of resources by the CONTRACTOR to the Contract. In the event funds to finance the Contract are not available, the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours’ notice in writing by the BOARD to the CONTRACTOR. By the signature on this page, the CONTRACTOR certifies that it has read and understands all of the provisions of the Contract and agrees to the information contained herein.

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48. The CONTRACTOR agrees to abide by Federal and State rules/regulations pertaining to compliance with all mandatory standards and policies relating to the following:

- Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)
- Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)
- Contract work Hours and Safety Standards Act (40 U.S.C. S 327-333)
- Rights to Inventions Made Under a Contractor Agreement
- Byrd Anti-Lobbying Amendment (31 U.S.C. S 1352)
- Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962)

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X. ATTACHMENT E: ASSURANCES – SIGNATURE PAGE

EDUCATIONAL DATA SYSTEMS, INC. (EDSI)

SIGNED BY: 

NAME: Kevin B. Schnieders _____

TITLE: Chief Executive Officer

DATE: June 22, 2023