

**WORKFORCE DEVELOPMENT SERVICES CONTRACT, PROGRAM YEAR
2022/2023**



**WORKFORCE DEVELOPMENT SERVICES
CONTRACT, PROGRAM YEAR 2022/2023**

CONTRACT NAME: Workforce Development Services Contract, Program Year 2022/2023
CFDA #, AMOUNT & FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): 10.561: \$35,000. TBD (SNAP) 17.207: \$30,000. ES367482155A12 (Wagner Peyser) 17.258: \$450,000. AA363132155A12 (WIOA Adult) 17.259: \$1,000,000. AA363132155A12 (WIOA Youth) 17.278: \$250,000. AA363132155A12 (WIOA Dislocated Worker) 17.225: \$80,000. UI359382160A12 (RESEA) 93.558: \$625,000 G2201FLTANF (Welfare Transition) N/A: \$5,000. (Refuge House)
CONTRACT AMOUNT: <u>\$2,475,000</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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2022/2023**

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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 “CareerSource Capital Region, and **C2 Global Professional Services, LLC.**, hereinafter referred to as the “CONTRACTOR” or “Service Provider”, for the purpose of providing workforce 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, 2022**, and end on **June 30, 2023** 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. All contractors are required to serve those participants already enrolled in the Wagner-Peyser, SNAP E&T, WT, reemployment assistance and WIOA Programs as of July 1st, 2022. 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 2022/2023 for an amount not to exceed **\$2,475,000.** The following amounts for each program below cannot be exceeded unless a written request is made prior to May 31 and approved by the CFO.

- 10.561: \$35,000. (SNAP)
- 17.207: \$30,000. (Wagner Peyser)
- 17.258: \$450,000. (WIOA Adult)
- 17.259: \$1,000,000. (WIOA Youth)
- 17.278: \$250,000. (WIOA Dislocated Worker)
- 17.225: \$80,000. (RESEA)
- 93.558: \$625,000 (Welfare Transition)
- N/A: \$5,000. (Refuge House)

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: Required Reporting – Semi Annual
- Attachment C: Contract Budget
- Attachment D: Performance Bonus Deliverables

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Attachment E: 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 Workforce Development Service Provider RFP #2022-02: 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, Florida REACH Act, 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 assisted, in whole or part, under WIOA or the Welfare Transition Program are programs and activities receiving federal financial assistance.

G. Audit Requirements

- a. The services delivered under this Contract are considered sub-recipient services and require compliance with audit requirements for federal funds required by 2 CFR 200.501. As CONTRACTOR is expending more than \$750,000 in federal funds during the term of this Contract, the CONTRACTOR shall provide for an independent financial and compliance audit that includes coverage of workforce services within its scope and is conducted in accordance with generally accepted auditing standards as required by 2 CFR 200.501.
- b. CONTRACTOR must submit a copy of their independent audit report each year as required by 2 CFR 200.501 within thirty (30) calendar days after its receipt by the CONTRACTOR but not later than) twelve (12) months after the end date of this Contract.

H. 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

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applicable rules and regulations and provisions of this Contract.

I. Refunds/Credits

Refunds or credits from training institutions or other vendors for unearned funds or costs that have been paid by the BOARD shall be returned to the BOARD within ten (10) days of being received by the CONTRACTOR or shall be accounted for in the following reimbursement request with a reduction equal to the refund or credit.

J. Allocated & Indirect Cost Rate

CONTRACTOR's profit may not exceed 10% profit and total indirect costs & profit may not exceed 13.8% of the total Contract Amount.

K. Interest & Program Income

- a. CONTRACTOR shall hold all funds in an insured interest-bearing account, if advances are provided.
- b. CONTRACTOR should not leave cash resulting from earned program income sitting idle in a bank account. Cash on hand should be limited to the amount needed for immediate disbursement.
- c. Program income earned on WIOA Title I programs, which include WIOA Adult, WIOA Youth, WIOA Dislocated Worker, funding streams, can be expended as program income.
- d. For all other funding sources, including Welfare Transition Program, Reemployment Assistance, and all state programs, interest income must be returned to the BOARD no less often than quarterly, if any.

L. Stand-In Costs

Costs paid from non-federal sources may be used to stand-in for disallowed costs identified because of a monitoring report or audit. These costs must be reported as uncharged program costs and must have been allowable under the grant for which the stand-in costs are offered. They are subject to verification through an audit.

M. Purchasing/Inventory

- a. All purchases must follow the BOARD's procurement guidelines. Records must be maintained to document procurement efforts to comply with this requirement.
- b. Equipment purchased as defined as tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, including all costs related to the property's final intended use, shall first receive prior approval from the BOARD.
- c. An up-to-date inventory of all property purchased that has an individual purchase price of \$5,000 or more must be maintained and shall not be disposed of without prior written authorization.
- d. Title to supplies, equipment, real property and other expendable property acquired by a recipient of federal funds shall vest in the recipient upon acquisition for the authorized purpose of the project if it is needed and shall not encumber the property without approval of the United States Department of Labor (USDOL).
- e. All supplies, equipment, real property and other expendable property shall be returned within forty-five (45) days of Contract termination or when the property is no longer needed.

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N. 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.

O. 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 15, 2022, 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 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 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.

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Drivers of BOARD owned or leased vehicles must complete the approval process, be approved by the BOARD and remain eligible to be a designated driver per BOARD policy. CONTRACTOR will coordinate with the BOARD to ensure a minimum of 5 CONTRACTOR drivers (representing all three counties) are always approved.

P. 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, 2023, to be compared against the USDOL's most recent ETA salary/bonus threshold to ensure compliance with the current limitation.
- c. Annually CONTRACTOR shall submit an Indirect Cost Rate Plan to include a Cost Allocation plan by July 1, 2022, for approval.

Q. 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.

R. Information Security

- a. CONTRACTOR will ensure that all staff review BOARD policies related to information systems security 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 information system's account creation, maintenance and termination for CONTRACTOR's employees and the DEO positions 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

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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.

S. 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 nor accept gratuities, favors, or anything of monetary value from contractors, 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.

T. 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.
- c. The CONTRACTOR will ensure diversity, equity and inclusion in their hiring practices.
- d. CONTRACTOR shall follow all new hire procedures including BOARD staff notification (within three business days of hire), new hire orientation and provision of ongoing customer service training for all work experience/interns/volunteers in all front-line positions including but not limited to the career center reception desks, workforce services rooms and learning labs.

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- 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 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.
- g. 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.
- h. CONTRACTOR will provide qualified programmatic and technical staff with the expertise to meet the goals, objectives and requirements of the services to be provided through the CareerSource Capital Region career centers.
- i. 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. Staff should be encouraged to pursue the Certified Workforce Development Professional (CWDP) certification.
- j. CONTRACTOR will provide and/or make available training on a regular basis regarding all workforce development programs, and special grants/projects guidelines, policies and best practices. Where possible, training should be provided by internal (BOARD and CONTRACTOR staff) or external subject matter experts.
- k. CONTRACTOR will require all employees to complete customer service training and, if available, obtain the accompanying internal certifications to ensure basic competencies. CONTRACTOR will ensure all employees complete refresher customer service training on a bi-annual basis and provide proof of completion to the BOARD by December 31, 2022, and May 31, 2023.
- l. Annually, CONTRACTOR will 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. CONTRACTOR staff will ensure that BOARD staff input is sought and incorporated into the annual regional training plan. The approved regional training plan should be completed by August 31, 2022. CONTRACTOR 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 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. After initial hire, CONTRACTOR will require staff to re-sign the policy annually and must submit all

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signed policies to the BOARD's Human Resources Manager each year by September 30.

- o. CONTRACTOR will require all staff, interns and volunteers to complete the BOARD's abuse prevention training within 30 days of the employment start date and by September 30th annually thereafter. CONTRACTOR must notify the BOARD's Human Resources Manager upon the hire of any individual to assign the training.
- p. CONTRACTOR will announce via email within 3 business days of the separation of employment for all employees, temporary staff, volunteers and other individuals operating within the career centers.

U. 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.

V. 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. CONTRACTOR will adhere to the BOARD's Emergency Preparedness and Continuity of Operations Plan (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 its 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, that the COOP be reviewed with all staff no less than annually, and that each Career Center performs safety drills at a minimum of once per year unless otherwise appropriate for more frequent drills.

W. 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 30th and at any point the list is requested by the BOARD or DEO to ensure continued 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.

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X. 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 within 24 hours of said incident(s).

Y. 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 that it has registered and is utilizing E-Verify. 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.

Z. Reports

All reports and reimbursement requests shall be submitted to Matt.Salera@careersourcecapitalregion.com & Tandra.Edwards@careersourcecapitalregion.com including, but not limited to:

- a. Invoice: CONTRACTOR shall submit to the BOARD an invoice and any back-up documentation, as specified in Section III. Payment for Services. The invoice 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: THE 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 activities covered under this contract, shall submit to the BOARD a Program Income Report within ninety (90) days after contract termination.

AA. 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. This excludes work site agreements which the service provider can execute.
- 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.

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BB. Oversight

The CONTRACTOR will report to and be overseen by the BOARD and the One Stop Operator. 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.

CONTRACTOR will continue to operate a service delivery model that enhances 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 arming career seekers with solid, effective methods for implementing a plan to conduct a job campaign and obtain unsubsidized employment at the highest wage possible. Where possible, universal career seekers may be provided case management services to increase the likelihood of obtaining employment.

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 with the One-Stop Operator (OSO), partners and BOARD staff.

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 (BES) department. Coordinator of training requiring the involvement of the BES department must occur not less than 2 months prior to the anticipated training. This plan will become a part of the Regional Training Plan and should be incorporated within the first quarter of PY 2022-2023.

CONTRACTOR will be responsible for hosting specific employer recruitment events throughout the program year. This will require the CONTRACTOR to provide dedicated staff (at least 2) for each employer recruitment event. The dedicated CONTRACTOR staff will work with an assigned BES staff to coordinate the recruitment event. The events will be specific to Retail, Hospitality, and entry level type positions/needs. More specialized

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employer talent needs will be determined on a case-by-case basis. The CONTRACTOR staff will be responsible for the following: working with the OSO for scheduling the meeting space/room(s), creating the interview schedule based on employer needs, sourcing, screening and scheduling of candidates (using various methods as prescribed by local policy/procedure) for the employer. Additionally, CONTRACTOR will be responsible for providing an approved dedicated staff for employer focused events hosted by the BOARD.

B. 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
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- The 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.

C. Management and Delivery of Workforce Development Programs and Services

1. The CONTRACTOR will be responsible for providing day-to-day supervision of programmatic staff in the career centers located in Gadsden, Leon, and Wakulla counties. This includes the functional supervision, oversight and management of assigned Department of Economic Opportunity (DEO) staff (which includes Wagner-Peyser, Veteran Services, and TAA). In addition, the CONTRACTOR must make certain of the integration of DEO staff duties and responsibilities with the overall service delivery operation of the Career Centers. The CONTRACTOR is responsible for technical and programmatic guidance and instruction for

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DEO staff within the career centers as well as management, staff level training and professional development within the career centers.

2. The CONTRACTOR shall ensure that all staff hired as a result of the Contract, including subcontractor staff, understand and conduct business on a day-to-day basis in accordance with the Standard Operating Procedures approved by the BOARD.
3. The CONTRACTOR will be responsible for tracking and collecting demographic information in accordance with Section 188 of the Workforce Innovation and Opportunity Act. The method for collecting this information for LWDA 5 will be through the ATLAS system at the point of each career seeker's self-initiated sign into the kiosk prior to services being rendered. Note: All career seekers will be required to sign-in at the Atlas kiosks. It is the CONTRACTOR's responsibility to make certain that all career seekers sign-in prior to services being rendered. The CONTRACTOR will ensure an immediate alternative method of sign-in is in place when ATLAS is not operational (i.e., manual sign-in sheet). Documentation from the alternative sign-in method must be maintained electronically (based on the BOARD's retention policy) and available for review by the BOARD, Department of Economic Opportunity or US Department of Labor at its discretion.
4. The CONTRACTOR will ensure that at least one Spanish/English bilingual staff are present on a full-time basis in the Career Center in Gadsden County to ensure the needs of the Spanish-speaking population are met.
5. The CONTRACTOR will be responsible for providing a positive customer experience (career 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 OSO and 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. The CONTRACTOR will maintain a Net Promoter Score of at least fifty percent for each career center.
6. The CONTRACTOR will be responsible for achieving the performance outcomes for all funding sources as negotiated with the BOARD, State of Florida Department of Economic Opportunity (DEO) and CareerSource Florida (CSF). The CONTRACTOR will conduct a quarterly analysis of performance data for WIOA and Wagner-Peyser metrics to extrapolate trends, anomalies and to gather a better understanding of performance. The CONTRACTOR will provide the quarterly analysis to the ROPC department within 30 days of performance data becoming available.
7. The CONTRACTOR will track Individual Training Accounts and Purchase Orders, to include funding obligations. CONTRACTOR shall provide detailed reports to the BOARD's finance department listing obligated funds by career seeker and program no less than monthly. The CONTRACTOR must ensure that no participant training costs exceed the lifetime limit of \$10,000 or the supportive service maximum of \$1,000 per PY. For tracking purposes, the CONTRACTOR must track the following information:
 - List of career seekers that received training and/or support services, by Program Year

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- Funding Category (includes occupational skills training and related expenses (books, supplies, certifications, etc.), Adult Education (GED), paid work experience/internship, On-the-Job Training, transportation assistance, Youth Incentives)
8. In keeping with WIOA, CONTRACTOR will seek innovative ways to serve career seekers with barriers to employment including returning citizens, veterans, older workers (55+ years old) and persons with disabilities. CONTRACTOR will be required to report on the number of career seekers served within the aforementioned population(s) in the Monthly Report.
 9. Ensure timely and efficient handling of incoming telephone calls to the switchboard and/or main telephone line for each center by a staff person who is knowledgeable of the availability of services and staff. The CONTRACTOR should have at least one full-time staff person to serve as the primary Switchboard Operator.
 10. The CONTRACTOR will develop a protocol to determine which career seekers qualify for the unique services and solutions that the Executive Center provides in addition to basic WIOA services.

D. Program Operations

1. Program Orientations:

The CONTRACTOR will provide orientations as needed to career seekers interested in workforce services to ensure that these career seekers understand the full array of services available and program requirements, if applicable. The CONTRACTOR will employ web-based options to provide these orientations to ensure a consistent message and quality delivery.

The CONTRACTOR will review, assign, disposition and case manage Reemployment Services and Eligibility Assessment (RESEA) activities in accordance with established federal, state and local guidelines.

The CONTRACTOR will review and update all locally created presentations and other related handouts and materials provided or presented by career center staff as needed to ensure continued compliance with federal, state and/or local policy updates and following the established document control process to ensure BOARD approval as well as meeting the CareerSource Florida and the BOARD's branding criteria and standards.

2. Work Readiness Activities:

The CONTRACTOR serves as the Subject Matter Expert regarding all assessments utilized by career seekers and employers. The CONTRACTOR will provide staff to coordinate and deliver assessments based on the BOARD's requirements for comprehensive assessment activities. Note: The BOARD's Business & Employer Solutions team will coordinate with the CONTRACTOR to understand and promote the use of assessments, tools and instruments to the employers in Gadsden, Leon & Wakulla counties as needed.

The CONTRACTOR will coordinate remediation opportunities for career seekers who are assessed, and remediation is determined as the most appropriate solution.

The CONTRACTOR will collaborate with the OSO to make recommendations for assessment services and products to aide in the provision of comprehensive assessments to CareerSource Capital Region career seekers. Recommendations will be submitted by February 28, 2023, and every other program year to include

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the following information:

- Review of assessment tools in use by the BOARD
- Research and review of alternative assessment tools available for purchase (research may include information from other local workforce development areas, community-based organizations, employer feedback, and/or online searches)
- Pros and cons of each assessment tool reviewed (cost, effectiveness, usefulness of results in current service model, resources needed, time for completion, etc.)
- Recommendation to BOARD to remove or add assessment tools, as appropriate

3. Workshops:

The CONTRACTOR will deliver and/or coordinate employability and life skills workshops (in-person or virtually). The CONTRACTOR will evaluate the effectiveness/usefulness of all Career Center workshop offerings, no less than quarterly (based on career seeker feedback, workshop attendance, and any other board approved data available to the CONTRACTOR). CONTRACTOR will make recommendations for new offerings, to remain current and up to date on employability and life skills needs of career seekers and businesses.

The CONTRACTOR will provide a monthly schedule of workshops (with registration links) no less than the 15th of the month prior, that will be promoted through various internal and external mediums. The CONTRACTOR shall provide no less than two weeks' notice to the BOARD when making significant changes to the workshop calendar and offerings. Significant changes to workshop presentation content will need to be reviewed/approved by the ROPC department prior to use.

The CONTRACTOR will review and update all locally created presentations and other related handouts and materials provided or presented by career center staff as needed to ensure continued compliance with federal, state and/or local policy updates and following the established document control process to ensure BOARD approval is obtained as well as meeting the CareerSource Florida and the BOARD's branding criteria and standards.

The CONTRACTOR will incorporate best practices and interactive tools intended to engage participants and convey the material in a meaningful and memorable manner for all locally created workshops and presentations. The CONTRACTOR will utilize information and data obtained through monthly surveys to address process issues, curriculum and content changes. The CONTRACTOR will house survey data/results in a designated folder on SharePoint and provide the information to the BOARD on a monthly basis.

4. Recruitment:

The CONTRACTOR shall be responsible for adequately informing individuals, groups and partners of the services available. Recruitment shall also be conducted to attract a sufficient number of individuals who need the services provided and meet the requirements to receive such services to allow the CONTRACTOR to meet the contract's performance deliverables.

The CONTRACTOR will participate, in cooperation with the OSO/BOARD, in targeted outreach efforts to recruit qualified candidates for local employers in need of workers. CONTRACTOR will institute a targeted outreach strategy and process to identify career seekers who may be viable candidates for internal job postings

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in Employ Florida but are not currently registered career seekers with CareerSource Capital Region (and may or may not be registered in Employ Florida). Where possible, the CONTRACTOR will coordinate with the OSO to lessen the potential for duplication of outreach efforts to the BOARD's core partner agencies and other community-based organizations.

The CONTRACTOR will coordinate with the BOARD's marketing department to develop advertising and digital/print outreach strategies to aid in the recruitment of talent. Also, close collaboration with educational institutions will be maintained to recruit recent graduates and students nearing completion of approved training programs.

Recruitment methods may include formal advertising, use of reciprocal agreements with other agencies, digital and print collateral, word-of-mouth or other methods of program information dissemination.

Where levels of training enrolment warrant, the CONTRACTOR may place staff onsite at the location of approved training providers and partner agencies. The CONTRACTOR will, as much as possible, ensure that on-site placement decisions are evaluated no less than quarterly and are equitable amongst the training providers and/or partner agencies for the area. The CONTRACTOR will notify the BOARD of scheduled outreach/talent recruitment events in advance (as much as possible) to allow for marketing promotion, as appropriate.

5. Universal Career Seekers:

The CONTRACTOR will ensure delivery of basic career services to career seekers and will ensure that career seekers are registered, understand and can work with the Employ Florida system. The CONTRACTOR will ensure that career seekers have received the instruction needed to use the tools present in Employ Florida to conduct a competent job search. This includes the construction of suitable resumes, job searching, the use of automated recruiting agents, and the proper incorporation of keywords to ensure an effective job search campaign. Informal/formal assessment of job readiness will be a key service as a part of ensuring qualified candidates are referred to employers.

The CONTRACTOR will ensure that all staff are trained on assessment tools and benefits available to support the need for work-ready career seekers and focused case management. The CONTRACTOR will also provide ongoing analysis and feedback related to industry trends, knowledge of the career seeker supply in addition to skills gaps and report this information to the BOARD on a quarterly basis as a part of the local operations meeting beginning January 2023.

The CONTRACTOR will establish processes to ensure that career seekers (including veterans and individuals with disabilities) have meaningful engagement with staff, consistently reducing their likelihood of exiting the system without employment. The processes should include innovative approaches to assist career seekers with job searching, placement and case management services. CONTRACTOR will follow local policy for criteria on Wagner-Peyser (WP) career seekers who may benefit most from receiving case management services. Through use of case management services for WP career seekers, the BOARD aims to increase the likelihood of placement as well as create a "bridge" to WIOA Basic Career Services. Further, the processes should address ways in which staff can coordinate with Business & Employer Solutions to develop opportunities for career seekers for which there are no known job opportunities in Employ Florida that meets

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their skills, knowledge and abilities.

6. Executive Center

The Executive Center (EC) is housed at the Leon Career Center with travel to all Career Centers within the three-county area.

The CONTRACTOR will provide at least one dedicated and qualified staff to manage the EC service delivery model which includes the provision of regular contact through intensive career services. Intensive solutions may include employment planning sessions, resume critique, LinkedIn page critique/assistance, and mock interviews.

The EC assists professional and executive level career seekers with assessments, job search strategies, resume and cover letter development, and job matching. Career seekers may interface with the Executive Center by walk-in, website/social media, Email (either from the career seeker or via email invitation from the Career Consultant), referral from staff, or phone. In order to familiarize career seekers with the solutions provided by Executive Center, all interested and qualified career seekers are required to attend an Executive Center orientation or information session provided at least twice monthly by the CONTRACTOR.

The EC Career Consultant is responsible for coaching, counseling, recruiting, referring and placing highly qualified career seekers for vacant professional and executive level positions with employers. The EC Career Consultant will work with the Business & Employer Solutions team to facilitate job matching as well as job development.

The CONTRACTOR will serve a sufficient number of EC career seekers with a goal of at least 50 new career seekers enrolled during the program year. CONTRACTOR staff must make every effort to refer career seekers that meet the minimum qualifications to the EC for services to assist in meeting the goal for the number of new EC enrollees. The CONTRACTOR should make every effort to dual-enroll in WIOA EC career seekers that can benefit from workforce activities in one of the WIOA tiers of service (basic career services, individualized career services, or training services), where appropriate. It is also expected that the CONTRACTOR will refer career seekers to special grants and projects based on eligibility and need.

The CONTRACTOR, in coordination with the BOARD, will offer and execute at least four events per program year. These events can include, as an example, but are not limited to the following:

- Ask the HR Experts Panel Discussion and Networking Event
- Career Seeker Boot Camp
- Connections CR Hiring Event
- Mock Interview Clinic

Career seeker follow-ups should be conducted monthly to ensure career seekers are actively seeking employment, following action items in accordance with their Employment Plan (developed in coordination with the Career Consultant), and to ensure resources are being utilized to maximize employment success.

7. Trade Adjustment Assistance:

The CONTRACTOR, in its role as functional supervision for assigned Department of Economic Opportunity funded employees/positions, will ensure that the TAA Coordinator provides services to eligible Trade

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Adjustment Assistance (TAA) career seekers in accordance with federal, state and local requirements.

The CONTRACTOR will ensure the following employment and case management services are available to all TAA participants:

- Comprehensive assessments
- Specialized assessments
- Provision of labor market information
- Individual career counseling
- Development of an Individual Employment Plan (IEP)
- Information on available training and financial aid
- Short term pre-vocational services
- Information relating to the availability of supportive services

8. WIOA Adults & Dislocated Workers:

The CONTRACTOR will provide staff to manage the WIOA service delivery process which includes the provision of basic career services, individualized career services, and training services in accordance with the regulations and requirements of the Workforce Innovation and Opportunity Act, state requirements and local policy. For program year 2022-2023, the CONTRACTOR will ensure adherence to the priority requirement (priority access), with respect to funds allocated to the BOARD, for the Adult program as defined in local policy.

All WIOA career seekers must be screened for suitability, and eligibility in accordance with the funding source federal guidelines. This process measures the career seeker's likelihood to obtain employment in his/her career area of interest and at a self-sufficient wage, their ability to complete career and/or training services if enrolled, whether the career seekers have any barriers that may impede his/her ability to obtain/retain employment or complete services/training, and whether the career seeker has the resources needed to be successful. For those career seekers needing additional assistance with securing unsubsidized employment, the CONTRACTOR will be responsible for providing assessment services and individual consultation with career seekers. The CONTRACTOR will be responsible for the collection of WIOA program eligibility and suitability documentation as well as the maintenance of case records for all career seekers who are enrolled in WIOA. For those career seekers who require training in order to become employable, the CONTRACTOR will be responsible for gathering additional documentation of financial eligibility and for compliance with the requirements for Individual Training Accounts (ITAs) as defined by the BOARD. Allowable ITA expenses for Adult and Dislocated Workers are tuition, fees of training providers, and books.

WIOA eligibility must be completed in accordance with the strict standards established by the State of Florida and USDOL. The CONTRACTOR will coordinate with the BOARD to establish the necessary processes to ensure the appropriate enrollment of career seekers into WIOA as well as the appropriate approval of ITAs and purchase orders through the establishment of teams convened for this purpose (i.e., Enrollment Unit).

The CONTRACTOR will provide staff who will manage the cases of career seekers enrolled in WIOA through the process concluding with the career seekers securing unsubsidized employment. The CONTRACTOR shall be responsible for enrolling and determining the priority of service for individuals in

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need of such services prior to providing both individualized career services and training services with WIOA funds.

a. Caseloads

- CONTRACTOR will enroll a sufficient number of WIOA Adults and Dislocated Workers with a goal of 200 participants served. The number served will be a combination of carryover cases as well as new enrolments.
- CONTRACTOR must ensure a focus on enrolments in Basic Career Services, reducing the BOARD's dependency on training services.
 - CONTRACTOR will work to ensure that, for participants who receive training services (obtain a credential) and who also gain employment, case closure occurs after the participant secures unsubsidized employment in which the individual uses a substantial portion of the skills taught in training.

Note: The BOARD's expectation is that CONTRACTOR will focus on placing individuals in WIOA activities that increase the likelihood of employment in the most expedient manner.

To ensure the BOARD meets its required expenditure levels for ITA's, CONTRACTOR will enroll the appropriate number of Adults and Dislocated Workers in training services, as needed with ITA Obligations totaling a minimum of \$350,000 not to exceed \$450,000, which includes tuition & fees of training providers, books, OJT's, work experience, apprenticeships, and eligible CONTRACTOR staff wages and benefits. Note: The CONTRACTOR will be required to ensure the BOARD's ITA Expenditure Rate of 25% is met for PY 2022-2023. The BOARD's WIOA Adult and Dislocated Worker expenditure rate includes direct training costs which includes ITA's, OJT's, work experience, apprenticeships, and eligible CONTRACTOR staff wages and benefits. CSCR will support the CONTRACTOR in meeting this requirement. It is expected that the CONTRACTOR will apportion their ITA expenditures to ensure that there are training dollars throughout the program year when possible.

While the Contract does not dictate a minimum number of Dislocated Workers, CONTRACTOR is required to have a BOARD-approved procedure that ensures that all prospective WIOA participants are first screened for Dislocated Worker eligibility/suitability and enrolled accordingly, prior to being enrolled as an Adult. Note: The BOARD would like to see a 25% increase in the number of dislocated workers served.

Accordingly, the CONTRACTOR will be responsible for delivering WIOA defined self-directed career services to the universal career seekers of the Career Centers in Leon, Gadsden and Wakulla counties.

a. Recruitment

- CONTRACTOR will create a strategy to recruit WIOA-eligible and suitable adults and dislocated workers to provide appropriate services.
- CONTRACTOR will work with the BOARD to determine the areas most needed and coordinate services accordingly.
- CONTRACTOR will coordinate recruitment efforts with the BOARD for the creation of digital and print marketing materials.

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- CONTRACTOR will coordinate recruitment and outreach efforts with the OSO, local schools and other community agencies and groups providing services to the targeted population.
- b. Community Partnerships
- CONTRACTOR will work to establish new relationships with adult service providers as deemed necessary and will report progress to the BOARD monthly.
 - CONTRACTOR will collaborate with the OSO and submit an outreach plan to the BOARD monthly to be included in the Monthly Report providing outreach plans for the next month.

The CONTRACTOR will provide staff to conduct follow-up services with WIOA career seekers that are compliant with WIOA regulations and local policy.

The CONTRACTOR will be required to report staff costs for each Career Center on a monthly basis for individuals in training, such as case management and services that are necessary to enable an individual to participate in training activities.

9. WIOA Youth Services (In-School and Out-of-School) Ages 16-24:

The CONTRACTOR will supply staff to manage the provision of outreach, recruitment, intake, assessment, quality case management and data entry of services related to those eligible and suitable youth participating in the WIOA Youth Program in Gadsden, Leon and Wakulla counties. These services must be provided in accordance with WIOA law and regulations as well as state and local policies.

WIOA outlines a vision for supporting youth through an integrated service delivery system. This vision includes high quality services for in-school and out-of-school youth beginning with career exploration and guidance, continued support for educational attainment, opportunities for skills training, and culminating with a good job along a career pathway (preferably in an in-demand occupation/pathway) or enrollment in post-secondary education. To this end, the CONTRACTOR is responsible for ensuring its program design focuses on providing each of the fourteen (14) program elements defined in WIOA for youth services. A wide range of activities and services must be available to assist youth, especially at-risk youth, in making a successful transition to adulthood.

The CONTRACTOR will collaborate and coordinate with the OSO to reach out to community partners on issues affecting and involving service delivery to eligible and suitable youth. The CONTRACTOR will provide services to eligible and suitable In-School and Out-of-School Youth, either directly or through collaborative partnerships that will result in achieving one or more positive outcomes as required by WIOA. The CONTRACTOR is responsible for documenting eligibility and suitability for all WIOA Youth participants in accordance with WIOA and local policy.

The CONTRACTOR will integrate with the Business & Employer Solutions team to develop work experience (as further outlined in section “17”.) Work Experience/Internships/Transitional Jobs” herein and employment opportunities with employers in Gadsden, Leon and Wakulla counties. The CONTRACTOR will ensure that all referred Youth match the hiring needs of employers.

To ensure the BOARD meets required expenditure levels for WIOA Youth Work Experience,

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CONTRACTOR will enroll an appropriate number of Youth in training services, as needed with accrued expenditures totaling a minimum of \$375,000, not to exceed \$500,000 to include eligible CONTRACTOR staff wages and benefits. Note: LWDB 5 is currently required to expend 20% of the BOARD's WIOA Youth expenditures on Work Experience. CSCR will support the CONTRACTOR in meeting this requirement.

The CONTRACTOR will serve both In-School and Out-of-School Youth with an emphasis on Out-of-School Youth. CONTRACTOR will ensure to follow the state of Florida's guidelines with regards to the In-School Out-of-School split which is currently a minimum of 75% spent on Out-Of-School Youth.

a. Caseloads

- CONTRACTOR will enroll a sufficient number of WIOA Youth with a goal of 200 career seekers being served. The number served includes carry over and enrolled.
- CONTRACTOR must ensure that of the total number of Youth served, the percentage of Out-of-School Youth is not less than 75% or the state of Florida's current requirement.
- The CONTRACTOR will determine eligibility and co-enroll Youth determined in need of training to gain marketable employment skills in the Adult program for financial assistance.
- CONTRACTOR will work to ensure that, for participants who receive training services (obtains a credential) and who also gain employment, case closure occurs subsequent to the participant securing unsubsidized employment in which the individual uses a substantial portion of the skills taught in the training.

b. Recruitment

- CONTRACTOR will use creative strategies to recruit WIOA-eligible and suitable youth to provide appropriate services.
- CONTRACTOR will work with the BOARD to determine the areas and/or population of most need and coordinate services accordingly.
- CONTRACTOR will coordinate recruitment efforts with the BOARD for the creation of digital and print marketing materials.
- CONTRACTOR will coordinate recruitment and outreach efforts with the OSO, local public schools, colleges/universities, the Department of Juvenile Justice, agencies working with youth with disabilities, foster care agencies and other community agencies and groups providing services to the target population.
- CONTRACTOR will work with the BOARD to create a strategy for serving out-of-school youth who meet the compulsory age requirement.

c. Community Partnerships

- CONTRACTOR will work with the OSO and BOARD to maintain current relationships with community partners who serve the targeted youth population in Gadsden, Leon and Wakulla counties.
- CONTRACTOR will seek to establish new relationships with youth service providers as deemed necessary and will report progress to the BOARD monthly.
- CONTRACTOR will participate in career fairs and other events at local public schools, colleges/universities and community agencies that are consistent with the BOARD'S mission and vision and do not interfere with the operation of normal program elements.

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- CONTRACTOR will submit an outreach plan to the BOARD monthly to be included in the Monthly Report providing outreach plans for the next month.

CONTRACTOR will offer and provide follow-up services for all WIOA Youth Program case exits as required by the Workforce Innovation and Opportunity Act guidelines. As part of the follow-up process, the CONTRACTOR will obtain documentation of placement and/or retention in postsecondary education, military, or employment as needed. The CONTRACTOR staff will offer and provide follow-up services as determined appropriate in local policy.

10. Customer Engagement and Case Management

Consistent career seeker engagement and effective case management are essential to the provision of quality workforce services to career seekers. It also maximizes the ability to conduct follow-up with career seekers both before and after they have obtained employment and increases the likelihood of career seekers sharing positive outcomes (job placement, credential attainment, etc.) with CONTRACTOR staff. As such, the CONTRACTOR will create/define a case management model that meets the standards of the BOARD. The case management model will be submitted to the BOARD no later than July 15, 2022.

As part of the integrated service delivery model, the BOARD expects that career seekers who are enrolled in more than one program receive integrated case management services. Integrated case management means an individual who receives benefits/services under two or more programs, such as WT and WIOA, would deal with only one case manager from the beginning of the service delivery process through the provision of services and concluding with follow-up. Integrated case management is also a process activity that ensures that the career seeker is progressing through the service strategy agreed to and that ongoing contact with the career seeker is maintained throughout the time of participation, upon employment, and following program completion. Note: The Youth program will not be integrated; however, career seekers receiving cash assistance that are within the age range for participation in the Youth program will be managed by a Youth Specialist.

Co-enrollment occurs when a career seeker is enrolled in more than one program (i.e., WIOA and WT). There are many benefits to co-enrolling career seekers such as reduced duplication of services, generation of cost savings, and improvement of outcomes. WIOA encourages co-enrollment of individuals with certain barriers to employment. As such, the CONTRACTOR will be responsible for ensuring WIOA enrollments include career seeker groups such as those with disabilities, returning citizens, Veterans, Welfare Transition and SNAP E&T. Note: From a performance standpoint, co-enrollment allows for the local workforce area to receive additional credit for serving individuals in the aforementioned groups.

CONTRACTOR will ensure that all individuals enrolled in WIOA are actively engaged by and with designated staff. For Adults/Dislocated Workers, meaningful contact/engagement, as defined in local policy, is no less than monthly. For Youth, meaningful contact/engagement is encouraged no less than twice per month. Staff will utilize service codes and case notes as outlined by the BOARD to document career seeker engagement in Employ Florida.

11. Welfare Transition Program:

The CONTRACTOR will supply staff to manage the work registration process for career seekers who have applied for TANF, the work participation case of each mandatory individual that is currently receiving TANF,

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and transitional career seekers with closed TANF cases who are now receiving transitional benefits/support services through the Welfare Transition (WT) Program.

The CONTRACTOR will be responsible for delivering case management services that comply with the requirements of the Welfare Transition Program, and with the data entry requirements of the program's Management Information System (MIS). The CONTRACTOR will ensure that Job Participation Hours are entered in the MIS no later than the 10th of each month.

The CONTRACTOR will create a viable volunteer/community work experience activity for WT career seekers needing on-the-job experience to increase the probability of job placement. At any given time, the volunteer/community work experience program must have no less than 35 active worksites available for placement. The CONTRACTOR will provide staff who will be responsible for creating volunteer/work experience partnerships with community organizations/employers in addition to managing these relationships, maintaining required agreements and ensuring compliance with state and local policy related to the types of entities that can provide such opportunities to this population.

The CONTRACTOR will ensure that staff take a targeted approach to connecting WT career seekers with employment. This includes, but is not limited to, a work registration process that ensures an active, current Employ Florida registration; the creation and maintenance of a marketable resume; the provision and recording of WP/WIOA services when appropriate; co-enrollment in WIOA for training services when appropriate; connection to Business and Employer Solutions' job opportunities; as well as a plan to increase job development and referrals to open and available positions.

The CONTRACTOR will be responsible for the Welfare Transition program performance requirements established for the program. These include the WTP Entered Employment Rate/Closed Case Outcome Rate, and WTP Participation Rate.

The CONTRACTOR will be responsible for ensuring that transitional WTP career seekers with closed TANF cases who are receiving transitional benefits are followed up with no less than monthly. Follow-ups will be conducted to ensure that career seekers continue to maintain eligibility for benefits/support services and to request the appropriate documentation to reflect continued employment. Failure to conduct follow-up to ensure career seeker's continued eligibility and failure to retain appropriate documentation in the career seeker's hard-copy or electronic file may result in disallowed costs if in-eligible career seekers receive support services. Note: The CONTRACTOR must make certain that follow-up contact is meaningful and provides staff the opportunity to discuss and assist with lessening barriers that lead to loss of employment and/or returning to public assistance.

12. Supplemental Nutrition Assistance Program Employment & Training (SNAP E&T):

The CONTRACTOR will supply staff to engage recipients of food assistance benefits, who are referred from the Department of Children & Families (DCF) as Able-Bodied Adults without Dependents (ABAWDs) for mandatory participation, in allowable work activities/components and continued employment.

The CONTRACTOR will be responsible for the provision of case management services that comply with the requirements of the SNAP E&T program, and with the data entry requirements of the program's MIS.

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CONTRACTOR will work to ensure that all referred career seekers are actively engaged by and with designated staff. Contact/engagement is required no less than twice per month. Engagement will be defined as those individuals who are enrolled in a countable component with at least one hour of Job Participation Hours entered for the month. The CONTRACTOR will report and trend the percentage of career seekers engaged each month in the monthly report submitted to the BOARD.

Additionally, the CONTRACTOR will ensure engaged career seekers perform the required number of participation hours for each month. Participation is defined as completing 80 hours in a countable component(s). The CONTRACTOR will ensure non-compliance is reported timely for individuals not completing the required hours for accurate reporting to the program's federal funder. The CONTRACTOR will ensure that Job Participation Hours are entered in MIS no later than the 10th of each month. The CONTRACTOR will report and trend the percentage of career seekers meeting the participation hours each month in the monthly report submitted to the BOARD.

The CONTRACTOR will create a viable volunteer/work experience activity for SNAP E&T career seekers needing on-the-job experience to increase the probability of job placement. At any given time, the volunteer/community work experience activity must have no less than 35 active worksites available for placement. The CONTRACTOR will provide staff who will be responsible for creating volunteer/work experience partnerships with community organizations/employers in addition to managing these relationships, maintaining required agreements, and ensuring compliance with state and local policy regarding the types of entities that can provide such opportunities to this population.

The CONTRACTOR will ensure that staff take a targeted approach to connecting SNAP E&T career seekers with employment. This includes, but is not limited to, an initial engagement process that ensures an active, current Employ Florida registration; the provision and recording of WP/WIOA services when appropriate; connection to Business and Employer Solutions' job opportunities; as well as a plan to increase job development and referrals to open and unoccupied positions.

The CONTRACTOR, where appropriate, will screen and enroll eligible/suitable food assistance recipients in the WIOA program to provide additional resources for training and employment.

Upon participation, the CONTRACTOR will ensure food assistance reimbursements are entered into the MIS as defined by local guidance, eliminating the opportunity for disallowed costs.

13. Migrant and Seasonal Farmworker (MSFW):

Although CareerSource Capital Region is no longer considered a significant region, it is still incumbent upon the CONTRACTOR to ensure that staff conducts outreach activities to the farmworkers of the CareerSource Capital Region service area. CONTRACTOR should provide staff for special events that are geared towards this population of career seekers.

While the highest concentration of migrant workers resides in Gadsden County, the CONTRACTOR will ensure that at least one staff person in both the Leon and Wakulla Career Centers are trained on the requirements of serving MSFWs and act as a resource to other staff within their designated Career Centers.

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The CONTRACTOR, on behalf of the BOARD, may be asked to collaborate with community partners on issues affecting and involving the provision of services to farm workers.

The CONTRACTOR will be responsible for ensuring career seekers flagged as a MSFW has been done so appropriately. Additionally, staff will be required to manage the performance outcomes for the MSFW program as defined by DEO to ensure the BOARD's performance targets are met.

14. Reemployment Services and Eligibility Assessment (RESEA):

The CONTRACTOR will be responsible for providing Florida's reemployment services, Reemployment Services and Eligibility Assessment (RESEA). The CONTRACTOR will manage the RESEA pool in accordance with policy and schedule claimants for orientation services to include reporting no-shows to the Department of Economic Opportunity. CONTRACTOR will meet all requirements of the RESEA program for career seekers selected to participate; furthermore, the CONTRACTOR must ensure that each attendee receives an orientation to career center solutions as well as a one-on-one assessment, documented via case note and included in their Atlas file. Additionally, the following services must be made available for claimants to assist them with reconnecting to employment:

- Specific labor market information
- Jointly created Employment Development Plans
- Access to career services (I.e., assistance with navigating/completing a full registration in Employ Florida, employability workshops, assessments, referrals to education/training, information on support services/financial aid resources, financial literacy, etc.)

15. Veteran Services:

The CONTRACTOR will be responsible for the provision of services to veterans and oversight of the Disabled Veteran Outreach Program (DVOP) Specialists. The CONTRACTOR will be responsible for providing required program reports and ensuring that Priority of Service is provided to veteran career seekers seeking workforce services.

DVOP Specialists' duties will be aligned to ensure their sole focus is on providing individualized career services to veterans with Significant Barriers to Employment (SBE), or other veteran categories specified by the Secretary of Labor, in accordance with the roles and responsibilities outlined in federal and state guidance. Those veterans not meeting the SBE definition or not within a specified category identified by the Secretary are to be referred to other Career Center staff to receive career and/or training services, on a priority of service basis, in accordance with the veteran customers' needs.

The CONTRACTOR is responsible for ensuring that the region's Individualized Career Services Rate by DVOP Rate meets or exceeds 90%. To do so, individualized career services by DVOP Specialists should include, but are not limited to, the following activities and services:

- Assessments
- Creating and maintaining a documented plan of service
- Counseling/group counseling and career/vocational guidance
- Referral of veterans to supportive or remedial services
- Referral to training

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- Referral to employment opportunities

The CONTRACTOR will be responsible for developing and maintaining an outreach plan designed to increase the number of SBEs served by the DVOPs. Once developed, the outreach plan will need to be submitted to the ROPC department for review, feedback and approval on an annual basis.

Additionally, the DVOP Specialists and other Career Center staff working with veteran career seekers should coordinate with the Local Veterans Employment Representative (LVER) to facilitate job matching and job development for veterans. The network guide should be reviewed on an annual basis.

16. Program Models

The CONTRACTOR will ensure that each program operated in the CareerSource Capital Region operating area has a documented program model. The CONTRACTOR will collaborate with the appropriate BOARD staff members during the development of each Program Model. The CONTRACTOR will work with the ROPC department to evaluate the current program models and provide recommendations for ongoing program structure annually to guarantee that the models created align with the established vision of the BOARD. Additionally, CONTRACTOR will utilize currently available reports and data to support ongoing program structuring.

17. Work Experience/Internships/Transitional Jobs

The CONTRACTOR may coordinate with the Business & Employer Solutions (BES) team in the development of work experience opportunities with public and private-sector agencies and businesses. The CONTRACTOR will provide staff to serve as the point of contact for employers interested in engaging with the Work Experience/Internship program to include outreach/site recruitment; advising employers regarding the work experience program; providing the necessary documents for their review, completion and/or execution; and advising them regarding other services available to them from the BES team. The BOARD's BES team will serve as the point of contact for employer solutions related activities outside of the work experience/internship program and will offer support in the areas of employer registration, job order entry, etc. Additionally, the BES team will promote the Work Experience/Internship program to employers in an effort to support the work experience/internship program with identifying and securing work sites. The designated CONTRACTOR staff must also coordinate with BES to determine outreach efforts that may already be occurring by the assigned BES team representative to ensure a duplication does not occur. The CONTRACTOR will coordinate with the BES team in strategically identifying employer sites in targeted sectors. Regularly scheduled meetings should occur between CONTRACTOR staff and the BOARD's BES team. Both the BOARD and CONTRACTOR will share feedback on outreach strategies to identify best practices during monthly meetings and on an ongoing basis. CONTRACTOR must ensure that staff are adequately trained and fully understand the intent of work experience and the associated policies for work experience occupations (in-demand or on the career path of an in-demand occupation).

CONTRACTOR will manage participant selection and placement at established work sites. Worksites selection will be based upon several criteria as defined in local policy and will include the work site's ability to provide adequate supervision and the skills the participant will gain from the experience, at a minimum, as well as an attempt to match the area of work the participant desires to gain experience that matches the assessments made internally and follows a defined pathway to occupations considered in-demand for

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Gadsden, Leon and Wakulla counties. CONTRACTOR is obligated to fully vet employer worksites according to the Work Experience Agreement.

CONTRACTOR will ensure ongoing evaluation of the participants to ensure the participants are gaining the skills and knowledge outlined in the initial training plan. Evaluation should occur at midpoint and commencement of the work experience training.

CONTRACTOR must conduct ongoing monitoring of work sites no less than quarterly using a Board approved checklist/tool to ensure continuous compliance with the worksite agreement. If there are noted concerns, the CONTRACTOR must notify the ROPC department within 24 clock hours of the incident. Additionally, the CONTRACTOR will immediately remove participants from the site until a determination has been made by the Board.

If required by an employer, the CONTRACTOR will complete background checks and drug tests on all participants prior to the commencement of work. Minors cannot work a shift unless there are at least two other employees on a shift with the participant.

CONTRACTOR will complete a worksite agreement prior to the commencement of work experience/internship/transitional job which will identify requirements for time and attendance records, evaluations and monitoring by the CONTRACTOR staff. Any requested changes (CONTRACTOR/employer) to the agreement must be vetted through the ROPC department for approval prior to career seeker assignment to the proposed site.

CONTRACTOR will deliver work site orientations with employers. CONTRACTOR will deliver orientations and workshops to participants to ensure preparedness for work experience/internship/transitional job opportunities.

Pursuant to Florida law, Statute 445.009(11), the Florida Department of Economic Opportunity (DEO) provides workers' compensation for adults and youth participating in work experience programs. The CONTRACTOR will provide the state of Florida workers compensation plan information to participants and worksite supervisors prior to commencement of work.

CONTRACTOR will be the employer of record and will be responsible for managing payroll for paid work experience/internship sites and the overall management of the Work Experience/Internship Program(s). The CONTRACTOR will adhere to local policy related to the number of hours an Adult or Youth may be assigned to work experience; failure to do so may result in repayment of any overage.

18. On-The-Job Training

The CONTRACTOR will be required to coordinate with the BOARD on the effective delivery of OJTs for employers and career seekers to include career seeker suitability and eligibility determination. The CONTRACTOR will conduct suitability and eligibility determinations on prospective trainees as prescribed within the current operating procedures.

19. Apprenticeship

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The CONTRACTOR is required to coordinate with the BOARD on the effective delivery of apprenticeships for employers and career seekers to include career seeker recruitment, suitability and eligibility determination. The CONTRACTOR will conduct suitability and eligibility determinations on prospective trainees as prescribed within the current operating procedures.

20. 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 in the administration/local management of these additional grants and contracts. For the purpose of this contract, support is defined as:

- actively marketing the additional grants/contracts internally and externally to community-based organizations
- assisting in contacting potential applicants who are co-enrolled in formula funded programs and the special grant
- providing special project staff with employment or training information for co-enrolled career seekers
- providing subject matter experts to assist with training of special project staff, as appropriate
- assisting with determining WIOA eligibility for career seekers interested in WIOA based grants and enrolling into WIOA, as needed
- referring interested career seekers who may not be eligible for formula funded programs to special project staff
- Be knowledgeable about the offerings of awarded special projects and/or contracts

E. Process Management Quality Assurance

The CONTRACTOR will internally audit processes for Workforce Innovation and Opportunity Act, Wagner-Peyser, Supplemental Nutrition Assistance Program Employment & Training, Welfare Transition, Trade Adjustment Assistance, and special projects/grants program requirements.

The CONTRACTOR will regularly review existing workforce services policies, procedures and directives for continuing suitability as well as ensuring staff understands the requirements communicated in these documents. 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, 2022; January 13, 2023; April 14, 2023; and July 14, 2023.

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

The CONTRACTOR will ensure that document requirements related to the use of Atlas, or an equal program are followed to ensure the integrity of the stored documentation (i.e., legibility, correctly scanning documents, filing documents to the appropriate career seeker file/program, etc.) are also included in the annually approved Quality Plan.

F. Coordination of Business and Employer Solutions (BES)

Together, the CONTRACTOR and BOARD will establish an effective process for managing a demand-supply

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system in which the CONTRACTOR assists to meet the needs of local demand (employers) with the identification and preparation of the supply (career seekers). This process will include specific requirements for the CONTRACTOR tied to recruitment events, identifying career seekers to refer to BES managed accounts, and ensuring the BES team is aware of the talents and skills of the local supply so that employer outreach efforts may be targeted. For each open position advertised at Hiring Fairs, the CONTRACTOR is required to refer a minimum of two qualified candidates to each open position.

The CONTRACTOR will establish and implement a process for determining the qualification of career seeking candidates prior to the issuance of job referrals. The goal is to significantly reduce or eliminate the number of unqualified career seekers referred to employers.

The CONTRACTOR will assist the BOARD in efforts to improve outreach to local employers. As a means of cross-training, the CONTRACTOR will allow frontline staff to accompany the BES team on employer visits no less than three times per quarter. The CONTRACTOR will provide leadership staff, as operations permit, to work with the BOARD to leverage relationships with both local Chambers of Commerce and Economic Development organizations. The CONTRACTOR will coordinate with the BOARD to provide rapid response services to area employers and workers affected by temporary or permanent business layoffs. The CONTRACTOR will provide dedicated and experienced staff to serve as members of the Rapid Response team.

1. 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 and CONTRACTOR staff is vital to the success of the BOARD's desired integrated service delivery model.

The CONTRACTOR is responsible for providing quality referrals (meeting the minimum requirements of the employer's job postings) that result in a direct placement. Additionally, the CONTRACTOR should work with BES to develop opportunities for career seekers for which there are no known job opportunities that meets their skills, knowledge and abilities to include those with specialized education/professional experience, disabilities and criminal background issues.

2. Job Matching and Job Placements

The CONTRACTOR will provide a dedicated team of staff for job matching, job referrals, job placements, job development services and recruiting. The designated CONTRACTOR staff must work as a unified team alongside the BOARD's BES team to ensure optimal recruitment and job matching services are provided. The goal of this unified effort is to ensure that employer and career seeker expectations are met. Effective recruitment and outreach require staff to be skilled and knowledgeable about strategies and tools to reach individuals with targeted skillsets, and effective job matching requires staff to be skilled and knowledgeable about strategies and tools for establishing career seeker aptitude, skills, experience, interest and job retention. CONTRACTOR will follow local policy on quality referrals and job matching and will develop strategies for recruitment and outreach, including use of digital job boards. Ensuring quality referrals is a vital piece in the Business First Model and CSCRs ability to meet the needs of local employers.

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The CONTRACTOR must successfully build a talent pipeline in the various targeted and priority sectors in alignment with BOARD expectations. To do so, the CONTRACTOR staff shall be well informed of current participant's knowledge, skills and abilities.

G. Events and Outreach Expectations

The CONTRACTOR will:

- Notify the BOARD and coordinate all events with the BOARD's event team.
- Work with the BES Senior Director and Events Coordinator to determine an annual calendar of events no later than the first month of the program year. Additional requested 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 not less than six weeks prior to the date of the event for consideration. In coordination with the OSO, provide a quarterly outreach calendar for career seekers, including but not limited to library or school outreach, community partner outreach, career transitions or specialized workshops, boot-camps, open houses, veteran services, etc.
- Ensure use of branded collateral for events and structure events in same fashion as events hosted by the board for brand consistency.
- Adhere to and coordinate with the BES Senior Director for the BOARD's fee-for-service solutions.

To align employer and universal career seeker activity, the Wagner-Peyser Program Manager will continue to work closely with the BES Team to accomplish established goals. The WP Manager may be asked to contribute to the following projects:

- Hard to fill and job matching.
- Events planning and coordination.
- Paychecks for Patriots core team.

H. Marketing and Communications Expectations

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

The CONTRACTOR will:

- Submit four career seeker success stories per month.
- Provide staff for media collateral creation and on-air appearances as needed
- Provide monthly data and narratives from workshop surveys, customer experience surveys, event surveys, and all other surveys
- Providing at least two weeks' notice for the creation of any collateral requested
- Submit workshop calendars and all registration links by the 15th of the month for the following month's schedule
- Coordinate with the BOARD's marketing department to develop formal advertising and digital/print outreach strategies to aid in the recruitment of talent

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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 and allocated to the appropriate programs. 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 for multiple funding sources. 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 using 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. Additionally, CONTRACTOR will provide a semi-annual report that summarizes the activities of all operations of the Career Centers in Gadsden, Leon and Wakulla Counties as outlined in Attachment B. The bi-annual report must be provided to the BOARD as follows:

- Period 1 (July to December 2022) – Report Due January 28, 2023
- Period 2 (January to June 2023) – Report Due July 29, 2023

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III. PAYMENT FOR SERVICES

A. Payment of Costs

CONTRACTOR shall submit a monthly invoice to the BOARD based on a cost reimbursement contract price less 15% which is held as a performance bonus (see section “C. Performance Bonus” below). Such monthly invoice shall be in accordance with the Budget as shown in Attachment B. Costs will only be reimbursed up to each program’s total budget. Budget transfers between programs must be requested in writing to be considered for approval.

B. Invoice Submissions

The CONTRACTOR shall submit invoices and a copy of their ledger that includes cash balances by fund by the 10th of the following month (if the 10th falls on a holiday or weekend then the first business day thereafter). The BOARD will process the invoice and submit payment within 30 days of receipt of the invoice. Year-end invoices must be received by July 13th.

Note: The BOARD will review the monthly documentation within five (5) business days of receipt of the invoice. The invoice will not be approved for payment in advance of reviewing invoice supporting documentation.

The BOARD shall review all invoices submitted by CONTRACTOR and shall pay CONTRACTOR for all costs invoiced that are approved and not subject to dispute within 30 days of the receipt of the CONTRACTOR’s invoice. In the event that the BOARD disputes a cost contained in an invoice submitted to the BOARD by the CONTRACTOR, the BOARD shall promptly notify CONTRACTOR of the cost disputed and the parties shall endeavor to resolve the matter. Any disputed cost contained in the submitted invoice shall remain unpaid until resolved by the parties, but all remaining undisputed costs contained in the invoice shall be promptly paid.

C. Performance Bonus

The BOARD shall holdback 15% once 85% of contract value has been earned and reimbursed of the Contract Amount and link that sum to the achievement of performance bonus deliverables linked to customer experience, placements, quality assurance review error rate (DEO/ROPC), case management, career seeker follow-up, and the performance measures, as outlined in Attachment C of this Contract, in accordance with the following schedule.

The customer experience goal will carry a value of up to one percent (1%) annually, placement goal will carry a value of up to (1%) annually, quality assurance review error rate will carry a value of up to one percent (1%) annually, and the performance measures will carry a value of up to twelve (12%) annually. The performance bonus deliverables will be reviewed individually when determining if the goal for each deliverable has been met. Additionally, each performance category consists of individual measures to which sliding scales and individual values have been established (See Attachment C).

a. Quality Assurance

The holdback bonus value for this deliverable will be tied to the results from the ROPC quality assurance reviews as defined in local policy. Note: if due to unforeseen reasons the final quality assurance report is not received in time, the preliminary (final) report shall be used. The CONTRACTOR must have an

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error rate of less than or equal to six (6) percent. Achieving an error rate of 4 percent or less for each review period allows CONTRACTOR to earn up to one percent. Error rates above 4 percent will result in a penalty being applied on a sliding scale as outlined in Attachment C.

Program areas that will be included are: Welfare Transition, Supplemental Nutrition Assistance Program, Employment & Training (SNAP E&T), Workforce Innovation and Opportunity Act (Adult, Dislocated Worker, Youth), Wagner-Peyser (Veterans), Trade Adjustment Act (TAA), and as applicable, special projects/grants.

i. Calculation and Definition of Errors

An error is defined as any deviation or non-compliance with the federal or state laws, rules, and regulations, state guidance and locally adopted policies; typically referred to as findings or other non-compliance issues. Specific examples of errors include, but are by no means limited to, discrepancies between hard-copy (or electronic) file data and data that has been entered into the management information system, missing or inadequate documentation, failure to follow policy, etc. Each review item identified on the individual program tool will carry a value. The calculation will involve multiplying the number of review items by the total number of cases selected. The number of actual errors would then be divided by the number of possible errors.

For example, 30 cases were selected for review and there was a total of 25 items to be reviewed on each case for compliance. The total number of possibilities equals 750. During the review it was noted that there were 100 errors. The total number of actual errors would then be divided by the number of possible errors (30 cases x 25 items = 750 possible errors. 100 errors/750 possible errors = 13% error rate).

Note: Should the error rate exceed the 4 percent standard, the BOARD will review the errors to determine if any errors are attributable to staff directly managed by the BOARD. From there, errors attributable to staff directly managed by the BOARD will be excluded from the calculation.

D. Performance Bonus Payment/Invoice

Meeting or exceeding the established performance bonus deliverables will qualify the CONTRACTOR to invoice the BOARD for the combined bonus holdback of 15% of the contract value minus special projects/grants and work experience. Payments for performance deliverables will only be made after costs have been accrued in excess of 85% of the contract value. Also, payments will only be made for performance bonus deliverables earned up to the amount of expenses accrued per the general ledger in addition to the profit and indirect costs rate.

Once CONTRACTOR has accrued costs in excess of 85% of the contract value, and met or exceeded the performance bonus deliverables, CONTRACTOR will invoice the BOARD for an amount of the performance bonus not to exceed 15% of the contract value, for the performance periods broken out as follows:

First Period (July 2022 – December 2022) – up to 7.5%:

- Placements (up to 1%) – 50% of the goal achieved
- BOARD Quality Assurance (up to 0.5%)

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- Performance Measures (up to 6%) – Performance measures achieved

Performance bonus documentation for the First Period is due to the BOARD by February 25, 2023. The BOARD's review and response will be provided within 60 calendar days.

Second Period (January 2023 – June 2023**) – up to 7.5%:

- Placements (up to 1%) – Remaining 50% of the goal achieved
- BOARD Quality Assurance (up to 0.5%)
- Performance Measures (up to 6%) – Performance measures achieved

**The time period for the performance measures will be July 2022 to May 2023 to ensure sufficient time for performance reports to be received prior to contract closeout.

Invoices and backup documentation for the performance bonus must be submitted to the BOARD by July 10th each year. The BOARD's review and response will be provided within seven (7) calendar days to allow for year-end closeout to occur.

a. Performance Reporting

The CONTRACTOR will produce a monthly report that includes the performance bonus deliverables that are identified in this document as Attachment C, Performance Bonus Deliverables. Data for this report will be extracted from the appropriate MIS. The goals outlined in Attachment C are subject to change as they may be adjusted at the State level. As a part of this report, the CONTRACTOR will provide analysis and corrective action plans as needed for those measures that do not meet the standards identified.

b. Appealing Performance Bonus Determinations

Subsequent to the receipt and review of performance bonus documentation submitted by CONTRACTOR for each period, the BOARD will provide a final report of the performance bonus percentage that has been earned.

The CONTRACTOR will have a 10-day window to appeal determinations associated with performance bonus. 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 circumstance impacted the CONTRACTOR's ability to meet the performance bonus(s) as indicated in the Contract. When applicable, federal reporting data will be used to override monthly performance data at the state level, once available.

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

E. Fiscal Year-End Invoice

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

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F. Year-End Reporting

CONTRACTOR shall provide the BOARD with 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. Disallowed costs must be repaid within 30 days of the final monitoring report.

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IV. MONITORING & CONTINUOUS IMPROVEMENT

A. File Maintenance, Documentation & Timeliness of Data Entry

- a. The CONTRACTOR shall ensure that all career seekers' files are up to date, organized based on the approved Atlas filing tree, accurate and contain all required documentation.
- b. The CONTRACTOR will ensure quality reviews of documentation contained in Atlas are conducted no less than monthly to ensure legibility, time standard for filing, accuracy and integrity of the files.
- c. The CONTRACTOR will ensure timeliness of data entry for all programs. For WIOA, the application must be entered within one business day of the date of application. Program exits must be entered within one business day of the date of the career seeker's exit. Additionally, all WIOA activities must be entered as point in time services (opened and closed within the same day); no future dating is allowed. Note: Training services (Occupational Skills Training, Work Experience, Transitional Jobs, On-The-Job Training and Apprenticeship) may be entered with a future end date. For all programs, Activities/Services (including follow-up services) and case notes shall be entered within two business days of services being rendered.

B. Quality Plan

The CONTRACTOR will develop and maintain a Quality Plan that provides guidance that will be used to monitor the quality of programs and services provided by the BOARD. 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 monitoring trends or changes in organizational needs.

C. Monitoring Schedule

- a. Reviews by program will take place in accordance with the monitoring methodology identified by the BOARD, DEO and USDOL. CONTRACTOR shall respond in writing to monitoring reports and requests for corrective action plans within ten (10) working days after the receipt of the monitoring report from the BOARD.
- b. CONTRACTOR shall institute a system for monitoring fiscal, participant and program activities for compliance with this contract.
- c. The CONTRACTOR will conduct at a minimum monthly program reviews for all program areas and special projects/grants. The results from the reviews will be submitted to the BOARD by the 10th day of the month following the review conducted.
- d. The CONTRACTOR will maintain documentation to verify completion of all monitoring activities.
- e. The CONTRACTOR will trend and analyze monitoring data for reporting to the BOARD on a quarterly basis via the Quality Performance Training meeting which includes BOARD and CONTRACTOR staff.
- f. CONTRACTOR shall ensure that all staff responsible for program compliance receive appropriate grant administration and program compliance training no less than twice per year.

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D. Program Areas to be Reviewed

Welfare Transition, WIOA (Adult, Dislocated Worker & Youth), Wagner-Peyser (Veterans, TAA & RESEA), SNAP E&T and Special Projects/Grants.

E. Monitoring Tools

The BOARD has adopted the State of Florida's current review tools with the addition of local policy related review items. Copies of tools will be made available to the CONTRACTOR prior to the actual review. Any changes made to the state monitoring review tools will be adopted and implemented at the BOARD level.

F. Linkage to Training & Development

The CONTRACTOR will ensure an appropriate linkage between quality and training staff to ensure that formal and informal corrective action plans incorporate appropriate staff training. Additionally, as local quality assurance reviews occur at both the CONTRACTOR and BOARD levels, it is important that communication occurs with the Regional Oversight, Compliance and Performance (ROPC) department to ensure consistency between monitoring outcome reporting, trending and identification of training needs.

Training conducted as a result of federal, state or local quality assurance reviews (whether one-on-one or in a group setting) must be documented in writing and recorded electronically utilizing the designated software or system.

G. Monthly Operations Review

The CONTRACTOR will participate in regular meetings of the local Operations Management Team to review contract items, processes, career seeker and performance data, the results of internal quality assurance monitoring and corrective action efforts. The operations management team will include designated members of the OSO, CONTRACTOR and BOARD's leadership team.

H. Continuous Improvement

The CONTRACTOR shall establish and maintain reliable mechanisms that will immediately identify when a problem occurs, (administrative or programmatic), 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. The CONTRACTOR will use all features of Atlas, FLORIDA, OSST, and Employ Florida systems, and ensure ongoing training in the use of these systems to provide integrated service delivery. 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 monitoring data, state reporting data, customer feedback (client 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 workforce development service delivery system. This shall include a comprehensive analysis of both the financial and performance aspects of the CONTRACTOR's

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operation.

As a part of the Quality Plan mentioned in IV.B. Quality Plan, 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 quality 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.

I. 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 three (3) quarters or more will 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.

**WORKFORCE DEVELOPMENT SERVICES CONTRACT, PROGRAM YEAR
2022/2023**

V. SIGNATURE PAGE

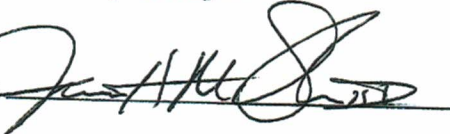
IN WITNESS THEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

C2 Global Professional Services, LLC.

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

SIGNED BY: CHAIB CHEHAD

SIGNED BY:



NAME: CHAIB CHEHAD

NAME: James H. McShane III, MPA

TITLE: CEO

TITLE: Chief Executive Officer

DATE: 6/16/22

DATE:

6/16/22

ATTEST: Patrick Mele

ATTEST:

Matthew Salera

NAME & TITLE: Patrick Mele, CFO

NAME & TITLE: Matthew Salera, CFO

CONTRACTOR FISCAL YEAR ENDING DATE: 6/30/2023

WORKFORCE DEVELOPMENT SERVICES CONTRACT, PROGRAM YEAR 2022/2023

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
 - a. Performance Holdback Summary Analysis
 - b. Caseload Breakdowns by Program and Staff Member
 - i. Percent of co-enrollments by career seeker group (i.e. Veterans, Welfare Transition, SNAP E&T, Special Projects and Executive Center)
 - c. ITA Obligations Snapshot
2. Quality Monitoring
3. Career Seeker Traffic
 - a. Career Center Traffic
 - b. Virtual Traffic
 - c. Outreach Traffic
 - d. Executive Center
4. Program Reporting
 - a. SNAP Engagement
 - b. Wagner-Peyser Services
 - i. RESEA Attendance
 - ii. Veteran Services Employ Florida Service Codes
 - c. WT Services/Demographics
 - d. Trade Adjustment Assistance Engagement
 - e. Youth Scorecards
 - f. Industry Reports by Program
 - i. WIOA (for those in training) - Completers (successful and unsuccessful) and Placements (note if placement is in field of study)
 - ii. Work Experience Data (Includes Transitional Jobs/Internships along with permanent hire information)
 1. Enrollments, Placements, Completers (successful and unsuccessful)
 - g. Work Experience Worksite Placement (number of positions available for placement, types of positions, number of career seekers placed at a site)
5. Job Matching – number of job orders assigned, number of staff referrals, and number of job order placements as a result job matching

WORKFORCE DEVELOPMENT SERVICES CONTRACT, PROGRAM YEAR 2022/2023

ATTACHMENT B: REQUIRED REPORTING – SEMI-ANNUAL

The CONTRACTOR will submit a bi-annual report containing data that summarizes relevant programmatic benchmarks to the BOARD as defined in the Scope of Work, Section H - Reporting. This report serves to validate the realization of actual service delivery expectations.

The bi-annual report will contain the following elements:

1. Contract Deliverables
 - a. Performance Holdback Summary Analysis
 - b. Job Order/Job Referral Data (Includes the referral/placement rate for each industry sector)
 - c. Caseload Breakdowns by Program and Staff Member
 - i. Percent of co-enrollments by career seeker group (i.e., Veterans, Welfare Transition, SNAP E&T, Special Projects and Executive Center)
 - d. ITA Obligations Snapshot
2. Quality Monitoring
3. Center Reports
4. Office Traffic (I.e., career center, virtual, outreach and Executive Center traffic)
5. Resource Utilization
6. Net Promoter
7. Program Reporting
 - a. SNAP Engagement
 - b. Wagner- Peysner Services
 - i. RESEA Attendance
 - ii. Veteran Services Employ Florida Service Codes
 - c. WT Services/Demographics
 - d. Trade Adjustment Assistance Engagement
 - e. Youth Scorecards
 - f. Industry Reports by Program
 - g. WIOA (for those in training) - Completers (successful and unsuccessful) and Placements (note if placement in field of study)
 - h. Outreach to Training Providers
 - i. Work Experience Data (Includes Transitional Jobs/Internships along with permanent hire information)
 - i. Enrollments, Placements, Completers (successful and unsuccessful)
 - j. Work Experience Placement (number of positions available for placement, types of positions, number of career seekers placed at a site)
8. Job Matching

Note: Although the monthly report includes mostly data and statistical information, the bi-annual report should include a narrative to explain trends, anomalies, best practices and areas of opportunity.

WORKFORCE DEVELOPMENT SERVICES CONTRACT, PROGRAM YEAR 2022/2023

ATTACHMENT C: CONTRACT BUDGET 2022-23

	Adult	DW	Youth	RESEA	Youth Work Experienc e	Adult Work Experienc e	Welfare Transitio n	SNAP	Wagner Peyser	Refuge House	Total Budget
Personnel:											
Salaries	237,710	158,474	316,947	50,712	113,310		396,184	22,186	19,017	3,169	1,317,710
Fringe Benefits	79,259	52,840	105,679	16,909	36,690		132,099	7,398	6,341	1,057	438,270
Temporary Labor											
Staff Incentives											
Total Personnel Costs	316,970	211,313	422,626	67,620	150,000		528,283	29,584	25,358	4,226	1,755,980
Other Direct Costs:											
Travel	1,934	1,289	2,579	413			3,224	181	155	26	9,800
Office Costs	2,596	1,730	3,461	554			4,326	242	208	35	13,151
Advertisement/Recruitment	691	461	921	147			1,151	64	55	9	3,500
Staff Training	1,086	724	1,447	232			1,809	101	87	14	5,500
Total ODC	6,306	4,204	8,408	1,345			10,510	589	504	84	31,951
Modified Total Direct Costs	323,276	215,517	431,035	68,966	150,000		538,793	30,172	25,862	4,310	1,787,931

WORKFORCE DEVELOPMENT SERVICES CONTRACT, PROGRAM YEAR 2022/2023

Participant Costs	300,000		75,000							375,000	
Gift Cards (Youth)			26,000							26,000	
Total Participant Costs			326,000		75,000					401,000	
Indirect Costs	32,328	21,552	43,103	6,897	15,000		53,879	3,017	2,586	431	178,793
Profit	19,397	12,931	25,862	4,138	9,000		32,328	1,810	1,552	259	107,276
Total Budget	375,000	250,000	500,000	80,000	500,000	75,000	625,000	35,000	30,000	5,000	<u>2,475,000</u>

WORKFORCE DEVELOPMENT SERVICES CONTRACT, PROGRAM YEAR 2022/2023

ATTACHMENT D: PERFORMANCE BONUS DELIVERABLES – PY 2022/2023

CONTRACTOR may meet or exceed the established contract performance bonus deliverable threshold. Failure to provide the required documentation for each deliverable will result in the enforcement of loss of the performance bonus for each deliverable lacking appropriate documentation.

PLACEMENTS (2% OVERALL VALUE)

PERFORMANCE MEASURE	GOAL	VALUE	REQUIREMENT	DOCUMENTATION
Overall Placements	2,500 Staff Entered Placements	Annual: On a sliding scale up to: 1% 6-month interval: On a sliding scale up to: 0.5% Sliding Scale based upon the achievement of: 2,001 and above – earn 1%/0.5% 1,500 to 2,000 – earn .50%/0.25%	CONTRACTOR will work in coordination with the BOARD to ensure career seeker served in Gadsden, Leon and Wakulla counties obtain employment. *Overall placements achieved must be a result of placements against job orders, staff-entered obtained employment or automated placements directly related to staff’s actions.	1) A copy of the board-approved report or query showing all 750s, 760s, 850s, 860s, 880s and 882s for the appropriate time frame. Note: For automated placements (881s & 883s), the CONTRACTOR must prove that there was significant staff engagement (as defined in local policy) that enables one to reasonably conclude that staff’s actions were directly related to the career seeker’s placement.

WORKFORCE DEVELOPMENT SERVICES CONTRACT, PROGRAM YEAR 2022/2023

MONITORING (1% OVERALL VALUE)

PERFORMANCE MEASURE	GOAL	VALUE	REQUIREMENT	DOCUMENTATION
Board Quality Assurance Review	Error rate of 6% or less	Annual: 1% 6-month interval: .50% - first period and .50% - second period	CONTRACTOR will work to ensure that programs are operated in a manner that are consistent with federal, state and local policies in order to reduce findings and other issues of non-compliance.	1) A copy of the final Board Quality Assurance Report resulting from monitoring that occurred within the 2022-23 program year. 2) A spreadsheet showing the manner of calculation of the error rate to include: a. Total number of cases reviewed b. Total number of possible errors c. Total number of actual errors d. The calculated error rate

WORKFORCE DEVELOPMENT SERVICES CONTRACT, PROGRAM YEAR 2022/2023

PERFORMANCE BONUS MEASURES (12% OVERALL VALUE)

The performance bonus measures below are designed to align with federal performance requirements. As WIOA measures are not fully known at the writing of this contract, adjustments may be made to ensure today’s work aligns with future WIOA performance.

Note: For any WIOA-related performance measure determined by the BOARD to be unmeasurable due to insufficient guidance from USDOL/DEO or the inability to extract the necessary data elements from Employ Florida to measure performance will be considered void. The value of any performance measure determined to be void will be equally divided over the performance measures that were determined by the BOARD to be met for the period. Additionally, the CONTRACTOR will be asked to track performance for Adult Wage Rate for the first half of the program year. A determination of whether the metric will be included as a contractual metric in the second half of the program year will be made by December 31, 2022.

Adult Entered Employment Rate	85% using the MMR	Annual: 1% 6-month interval: .50%	CONTRACTOR will ensure that WIOA Adults who were unemployed at participation are employed at closure.	1) A copy of the MMR report for the appropriate timeframe will be furnished for documentation purposes. For those who completed training while enrolled in WIOA, the spreadsheet should include the training occupation code and employment occupational code.
Dislocated Worker Entered Employment Rate	65% using the MMR	Annual: 1% 6-month interval: .50%	CONTRACTOR will ensure that WIOA DWs who were unemployed at participation are employed at closure.	1) A copy of the MMR report for the appropriate timeframe will be furnished for documentation purposes. For those who completed training while enrolled in WIOA, the spreadsheet should include the training occupation code and employment occupational code.
Adult Credential Attainment Rate	85% using query, manual data or predictive	Annual: 1% 6-month	CONTRACTOR will ensure that WIOA Adults who were enrolled in education at participation, or any time during the program, have attained a post-secondary	1) A tracking spreadsheet, query information or predictive report (as determined by the Board) should be submitted showing all Adult cases closed in the reporting

WORKFORCE DEVELOPMENT SERVICES CONTRACT, PROGRAM YEAR 2022/2023

	report	interval: .50%	certification at closure. Note: A participant who has obtained a secondary school diploma or its equivalent is only included in this measure if the participant is also employed or is enrolled in an education or training program leading to a recognized postsecondary credential.	period who were enrolled in education as compared to the number of Adults who were closed due to the attainment of a post-secondary certification (to include the achieved percentage).
Dislocated Worker Credential Attainment Rate	65% using query, manual data or predictive report	Annual: 1% 6-month interval: .50%	CONTRACTOR will ensure that WIOA DWs who were enrolled in education at participation, or any time during the program, have attained a post-secondary certification at closure. Note: A participant who has obtained a secondary school diploma or its equivalent is only included in this measure if the participant is also employed or is enrolled in an education or training program leading to a recognized post-secondary credential.	1) A tracking spreadsheet, query information or predictive report (as determined by the Board) should be submitted showing all DW cases closed in the reporting period who were enrolled in education as compared to the number of DWs who were closed due to the attainment of a post-secondary certification (to include the achieved percentage).
Youth Placement in Employment or Education	67% using query, manual data or predictive report	Annual: 1% 6-month interval: .50%	CONTRACTOR must ensure that youth who are not in post-secondary education, employment, or the military at participation are either employed; in the military; enrolled in post-secondary education, advanced training, or occupational skills training at closure.	1) A tracking spreadsheet, query information or predictive report (as determined by the Board) should be submitted showing all Youth cases closed in the reporting period who were not in post-secondary education, employment, or the military at participation as compared to all Youth cases who were closed successfully in the reporting period (to include the achieved percentage).

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<p style="text-align: center;">Youth Credential Rate</p>	<p>77% using query, manual data or predictive report</p>	<p>Annual: 1%</p> <p>6-month interval: .50%</p>	<p>CONTRACTOR must ensure that Youth who are enrolled in education at participation, or any time during the program, have attained a diploma, GED or certification at closure.</p>	<p>1) A tracking spreadsheet, query information or predictive report (as determined by the Board) should be submitted showing all Youth cases closed in the reporting period who were enrolled in education as compared to the number of Youth who were closed due to the attainment of a diploma, GED or certification in the reporting period (to include the achieved percentage).</p>
<p style="text-align: center;">Welfare Participation Rate</p>	<p>50% on the MMR or being ranked no less than 5th statewide based on year to date on the MMR</p>	<p>Annual: 1%</p> <p>6-month interval: .50%</p>	<p>CONTRACTOR will engage families receiving TANF that include a work eligible adult or minor head-of-household in countable work activities.</p>	<p>1) A copy of the MMR Report for the appropriate timeframe will be furnished for documentation purposes along with the External Report and accompanying summary page.</p> <p>2) A copy of the appropriate Federal Participation Rate Report.</p>
<p style="text-align: center;">Welfare Entered Employment Outcome Rate</p>	<p>32% on the MMR</p>	<p>Annual: 1%</p> <p>6-month interval: .50%</p>	<p>CONTRACTOR will assist TANF career seekers with obtaining employment to ensure cases are closed due to earnings.</p>	<p>1) A copy of the MMR Report or the Open Close Case Report for the appropriate timeframe will be furnished for documentation purposes.</p>
<p style="text-align: center;">Adult and Dislocated Worker Training Employment Rate</p>	<p>80% using query, manual data or predictive report</p>	<p>Annual: 1%</p> <p>6-month interval: .50%</p>	<p>CONTRACTOR will assist Adults and Dislocated Workers that are enrolled in training services to obtain employment within their field of study.</p>	<p>1) A tracking spreadsheet, query information or predictive report (as determined by the Board) should be submitted showing all Adult and DW cases closed in the reporting period who were closed as compared to the number of Adults and DWs who were closed with a credential and employment. Spreadsheet should</p>

WORKFORCE DEVELOPMENT SERVICES CONTRACT, PROGRAM YEAR 2022/2023

				include training occupation code and employment occupational code.
Work Experience Employment Rate	50% using query, manual data or predictive report	Annual: 1% 6-month interval: .50%	CONTRACTOR will ensure that Adults and Youth that are enrolled in Work Experience obtain permanent employment within six (6) months of completing work-based training.	1) A tracking spreadsheet, query information or predictive report (as determined by the Board) should be submitted showing all Adult/Youth cases enrolled in Work Experience in the reporting period who completed training as compared to the number of Adults/Youth who completed training and found employment within 6 months of completion date (to include the achieved percentage).
Adult Wage Rate	80% using query, manual data or predictive report	TRACKING PURPOSES ONLY FOR PY 2022-2023	CONTRACTOR will assist WIOA Adults who were employed at participation to obtain employment with a wage rate higher than the local LLSIL at closure.	1) A tracking spreadsheet, query information or predictive report (as determined by the Board) should be submitted showing all Adult cases closed in the reporting period who were closed as compared to the number of Adults who were closed with employment and wages above the LLSIL (to include the achieved percentage).

WORKFORCE DEVELOPMENT SERVICES CONTRACT, PROGRAM YEAR 2022/2023
ATTACHMENT E: ASSURANCES, GENERAL TERMS & CONDITIONS

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 workforce 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 Five-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 program 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 CONTRACTOR or Amendments thereto are still in effect, the BOARD shall withhold these monies from any allowable reimbursement request of 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 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.
4. 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.
5. 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 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

WORKFORCE DEVELOPMENT SERVICES CONTRACT, PROGRAM YEAR 2022/2023

of the BOARD to thereafter enforce each and every provision therein.

6. The Contractor shall implement administrative controls to identify career seeker training costs that are supported by other federal (DOL, Pell Grants, VR, VA, etc.), state or local programs to ensure that costs are not being duplicated. Coordination and sharing of costs is strongly recommended.
7. 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 attorney's' 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.
8. The BOARD shall indemnify, defend and hold the CONTRACTOR harmless from all claims, suits, judgments or damages, including court costs and attorney's' fees caused by BOARD's negligent act or omission in the course of the operation of the Contract.
9. 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.
10. 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 fifteen (13) days after the contract end date. After this deadline, no reimbursement can be made for the prior year's expenses.
11. The CONTRACTOR assures that it will comply with the requirements of WIOA with regulations and policies promulgated hereunder. 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

WORKFORCE DEVELOPMENT SERVICES CONTRACT, PROGRAM YEAR 2022/2023

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 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.

12. 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.
13. 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.
14. 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.
15. 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 or to provide the training as specified 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.
16. 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.
17. All records pertinent to the Contract, including financial, participant, 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.

WORKFORCE DEVELOPMENT SERVICES CONTRACT, PROGRAM YEAR 2022/2023

18. 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 nonexpendable property shall be retained for a period of three (3) years after final disposition of the property.
19. CONTRACTOR assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act will be American made.
20. 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 99.99%
- The dollar amount of Federal funds for the project or program totals \$2,470,000.

The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources is .002% or \$5,000. 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

WORKFORCE DEVELOPMENT SERVICES CONTRACT, PROGRAM YEAR 2022/2023

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 updated 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.

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

WORKFORCE DEVELOPMENT SERVICES CONTRACT, PROGRAM YEAR 2022/2023

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.
- 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.

21. The CONTRACTOR will assume the liability of all costs incurred because of erroneous determinations of suitability and eligibility. The Contractor understands that career seeker's suitability and eligibility will be determined prior to enrolling a WIOA career seeker into either career and/or training services.
22. The CONTRACTOR understands that evaluations and career seeker progress will be documented in a timely manner in the career seeker's file to support measurable gains and a foundation for a successful career pathway. This documentation shall consist of attendance and grade reports at the end of each training period (if applicable) and thorough case notes, made not less than monthly, which provide a descriptive narrative of services provided and the career seeker's circumstances.
23. The CONTRACTOR agrees that conditions of employment or training shall be appropriate and reasonable regarding 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 seeker's will be provided the same working benefits at the same level as other employees similarly employed.
24. The CONTRACTOR ensures 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.
25. The CONTRACTOR understands that BOARD shall assume no liability with respect to bodily injury, illness or any other damages or losses, or with respect to any claims arising out of any activity under the Contract whether concerning persons or property in the CONTRACTOR's organization or any third party.
26. The CONTRACTOR understands that WIOA services and activities are to be coordinated with other agencies in the region and that positive working relationships shall be established for the benefit of the career seekers and in some cases, reduce the level of expenditures. To prevent duplication of funding and to streamline the tracking of the career seeker's financial needs and use of funds when Higher Education Opportunity Act (HEOA) of 2008, Title IV programs are involved, contracts and agreements with educational institutions shall require the educational institution's financial aid officer to inform the Region's Sub state Grantee of the amounts and disposition of any HEOA, Title IV awards and other types of financial aid to each WIOA career seeker awarded after the enrollment of the career

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seeker, as part of a continuing, regular information sharing process (Section 1419(b)).

27. 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.
28. 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.
29. 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.
30. The CONTRACTOR ensures that it will develop monitoring procedures to ensure that its program is in compliance with the WIOA and TANF Acts, and that adequate administrative and accounting controls are being used. BOARD shall have the right to monitor and evaluate all aspects of program activities and the CONTRACTOR shall provide access to all records necessary to accomplish this obligation.
31. 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.
32. The CONTRACTOR shall establish and maintain an auditable accounting system, and report on an accrual basis in accordance with recognized accounting 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.
33. 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.
34. The CONTRACTOR ensures that an annual independent audit will follow the audit requirements of Department of Economic Opportunity Policy, a copy of the

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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.

35. The CONTRACTOR understands that monthly payments to finance the Contract are for Career Center operations, training activities, unsubsidized and subsidized job placements, and/or youth services 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.
36. 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.
37. 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).
38. The CONTRACTOR ensures 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.
39. 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.
40. 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.
41. 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.

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42. 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.
43. 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.
44. 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.
45. 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).
46. 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.
47. The CONTRACTOR will comply with the uniform fiscal and administrative requirements of the Federal Office of Management and Budget 2 CFR 200.
48. 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.
49. 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

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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.

50. The CONTRACTOR will ensure 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.
51. The CONTRACTOR ensures 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 and each employee shall have such rights as are available under any applicable Federal, State, or local law prohibiting discrimination.
52. 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.
53. 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.
54. 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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GENERAL TERMS & CONDITIONS

I. Termination of Contract, Modification and Breach of Contract

- A. Modifications to this Contract shall be unilateral in nature when required by changes in US Department of Labor or State of Florida regulations, policies or funding, or when required by a change in State or Federal law.
- B. For Convenience - Either party may terminate the performance of work under this Contract, in whole, or from time to time, in part, whenever it determines such termination or suspension is in their best interest. Written notification from one party to the other transmitting notice via certified mail with return receipt is required. Termination will be effective thirty (30) days after the notice has been issued, and the other party will have thirty (30) days after the termination date to close out the Contract.
- C. For Cause - The performance of work under this Contract may be terminated effective immediately, in whole, or from time to time, in part, by CareerSource Capital Region, (CSCR) at its sole discretion. The Sub-Recipient/Contractor will be notified by certified mail. Termination will be effective immediately and the Sub-Recipient/Contractor will be given thirty (30) days after the termination date to close out the Contract.
 - a. Reasons for termination with cause include, but are not limited to, the following:
 - i. If, through any cause not attributable to CSCR, the Sub-Recipient/Contractor fails to fulfill in a timely and proper manner its obligations under this Contract.
 - ii. If the Sub-Recipient/Contractor violates any of the covenants, agreements or stipulations of this Contract.
 - iii. If Temporary Assistance to Needy Families/Welfare Transition Program (TANF/WTP), or Workforce Innovation and Opportunity Act (WIOA) funding is not available.
 - iv. If the Sub-Recipient/Contractor fails or refuses to permit inspection of its books by the US Secretary of Labor, Inspector General, CSCR or its designee, or any authorized person seeking inspection of the Sub-Recipient/Contractor's records pursuant to the Florida Public Records Law, Chapter 119, Florida Statutes.
 - v. CSCR determines that it is necessary to protect the integrity of the funds or ensure proper operation of the program.
- D. Notice of Termination - Termination of work hereunder shall be affected by either party by the delivery of a Notice of Termination by a certified letter to the other party specifying the extent to which the performance of work under the Contract is terminated and the date upon which such termination becomes effective.
- E. Certified and other mail related to contractual obligations will be sent to the following parties:
 - CareerSource Capital Region
 - James Mcshane, CEO
 - 2910 Kerry Forest Parkway, D4-273
 - Tallahassee, Florida 32309

For the second party (Sub-Recipient/Contractor):

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Authorized Signatory as identified on the Administrative Capability Form, if applicable, included in the awarded proposal.

The business address as identified on the Administrative Capability Form, if applicable is included in the awarded proposal.

- F. Action to Be Taken After Receipt of Notice of Termination - After receipt of the notice of termination, the Sub-Recipient/Contractor shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment and miscellaneous items and shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering persons and/or services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments, the Sub-Recipient/Contractor agrees to:
- a. Settle all outstanding liabilities and claims arising out of such cancellation of commitments or ratify all such settlements.
 - b. Assign to CSCR in the manner, at the time and to the extent directed by CSCR, all of the rights, titles and interests of the Sub-Recipient/Contractor under the orders and subcontracts so terminated. CSCR shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and second parties.
 - c. For Cost Reimbursement Contracts: Payments will be made for expenditures incurred up to the date that termination notification is received. CSCR must receive the final request for cost reimbursement, within thirty (30) days after the termination of the Contract unless otherwise stipulated by CSCR.
 - d. Any litigation shall be heard under the laws of Florida. Attorney Fees; The prevailing party in litigation including breach, enforcement, or interpretation arising out of the RFP or Contract shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs, and expenses.

II. Availability of Funds

It is expressly understood and agreed that the obligation of CSCR to proceed under this Contract is conditioned upon the appropriation of funds by the State of Florida and receipt of Federal and/or State funds. If the funds anticipated for the fulfillment of this Contract are, at any time, not forthcoming or insufficient, either through the failure of the Federal Government to provide funds or the State of Florida to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to CSCR for the payments or performance due under this Contract, CSCR shall not be obligated to pay the amounts due under this Contract; and all further obligations of CSCR under this Contract will cease immediately, without penalty, cost or expense to CSCR of any kind whatsoever. In the event of such non-appropriation of funds or lack of funds, CSCR shall notify the Sub-Recipient/Contractor and this Contract shall be null and void.

III. Authority to Enter This Contract

The Sub-Recipient/Contractor assures that it possesses legal authority to enter into the Contract; and the authority to file project plans, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient/Contractor to act in connection with the Contract and to provide such additional information as may be required.

IV. Debarment, Suspension and Other Responsibility Matters

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The Sub-Recipient/Contractor assures that it and its principals; 1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local Department or agency; 2) have not, within a three year period, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of re-cords, making false statements or receiving stolen property; 3) are not presently indicted for or otherwise criminally or civilly charged by any government entity (Federal, State or local) with commission of any of the acts outlined herein; 4) have not, within a three year period preceding this Contract, had one or more public transactions terminated for cause or default; 5) are not on the State of Florida's convicted vendor list and, 6) is properly licensed by the State of Florida to perform the services outlined in this contract. The Sub-Recipient/Contractor hereby certifies that all items identified in the preceding paragraph are true.

V. Assignment of Contract

This Contract and the provisions stated herein shall not be assigned by the Sub-Recipient/Contractor without the ex-pressed written consent of CSCR. The Sub-Recipient/Contractor shall not be relieved of its obligations without specific written release.

While it is understood that the Sub-Recipient/Contractor may enter into agreements or subcontracts with eligible entities for the provision of the services required with the approval of CSCR, any and all such agreements or subcontracts shall include all of the terms and conditions of the RFP under which this Contract was awarded. The Sub-Recipient/Contractor shall be fully responsible for the performance of its Contract.

Copies of all subcontracts, agreements and modifications thereto shall be forwarded to CSCR.

VI. Continuing Right of Enforcement

The failure of CSCR to strictly enforce any of the provisions of this Contract, or to require strict performance by the Sub-Recipient/Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or any other provision contained therein nor shall it in any way affect the validity of this Contract or any part hereof, or waive the right of CSCR to thereafter enforce each and every provision therein.

VII. Rights of CSCR

CSCR, or any Federal, State or local agency to which CSCR has responsibility and accountability for funds provided under this Contract shall have the right to visit any site, interview any beneficiary, and observe any action covered by the Contract.

VIII. Obligations of CSCR

CSCR, through duly authorized representatives, shall have the obligation to:

- A. Make available for review by the Sub-Recipient/Contractor each and every act, regulation, rule, law and plan that is specifically named and incorporated into this Contract.
- B. Notify the Sub-Recipient/Contractor of any changes in such act, regulation, rule, law and plan that is specifical-ly named and incorporated in this Contract which may affect the Sub-Recipient/Contractor's performance under the terms and conditions to this Contract.

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IX. Records Retention and Maintenance

All recipients of federal financial assistance under the WIOA shall provide access to all documents, papers, letters, or other materials, prepared or received by the recipient regarding the subject matter of the contract, to the Program Review Unit, Office of Workforce Program Development and Guidance, and to the Office for Civil Rights upon request. Staff from the Program Review Unit and the Office for Civil Rights shall have the right to review and copy all such material for use in determining compliance with the nondiscrimination and equal opportunity provisions of the WIOA.

- The Sub-Recipient/Contractor agrees:
 - A. To maintain financial, participant, statistical, audit and property records and documents pertaining to services provided and the characteristics of applicants, beneficiaries and participants of programs funded by this Contract as will enable it to properly comply with all reporting requirements of CSCR. Such records and documents shall be retained and kept available for audit purposes for five (5) years or until an approved audit of both CSCR and the Sub-Recipient/Contractor is completed, or until all litigation, claims or audit findings involving the records have been resolved, whichever occurs later. Such retention period starts from the date of CSCR approval of the Sub-Recipient/Contractor's closeout. Should the Sub-Recipient/Contractor be unable to maintain the records, such records shall be transmitted to CSCR in acceptable condition for storage.
 - B. To permit CSCR, the US Secretary of Labor, the Inspector General of the US Department of Labor, the US Comptroller General, or their designated representatives to have access and the authority to 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 this Contract during regular business hours and at reasonable locations, including the Sub-Recipient/Contractor's office or any other site at which the Sub-Recipient/Contractor may operate, maintain offices, or keep books and records.
 - C. That if books and records used by the Sub-Recipient/Contractor, as determined in monitoring or audit reports in accounting for expenses incurred under this Contract, do not meet the minimum standards of accepted accounting practices and records management of CSCR, CSCR reserves the right to withhold any or all of its funding to the Sub-Recipient/Contractor until such time as standards are met. CSCR may withhold payments due under a later agreement to offset disallowed costs identified under an earlier agreement.
 - D. That the Sub-Recipient/Contractor may be required to use different administrative or accounting procedures for the planning, controlling, monitoring and reporting of all fiscal and participant matters relating to this Contract.
 - E. That all direct and indirect costs shall be charged in accordance with CFR 200 or subsequent guidance.
 - F. To establish and maintain an auditable accounting system, and report on an accrual basis in accordance with recognized accounting practices and CSCR's requirements for fiscal and program reports. This includes establishing record keeping systems that are sufficient to permit the preparation of reports required by the State of Florida and CSCR and to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully.
 - G. Government organizations and non-profits are required to be audited in accordance with CFR 200 or subsequent guidance. Commercial organizations (for-profit) receiving more than \$750,000 in total federal funds for the fiscal year must have either a program specific independent

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financial and compliance audit in accordance with generally accepted government auditing standards or an organization-wide audit that includes coverage of the federal funds within its scope. Non-federal entities other than commercial organizations that expend less than \$750,000 in total federal funds are exempt from federal audit requirements.

- H. That the Sub-Recipient/Contractor will repay CSCR amounts found not to have been expended in accordance with the Contract or disallowed in the final resolution of the audit report. The Sub-Recipient/Contractor shall repay such amounts from funds other than funds received under the Contract. CSCR may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs.
- I. The Sub-recipient/Contractor will adhere to the guidance for Commercial Organizations set forth in 48 CFR Part 31 if they are a for profit organization.

X. Liability for Damages and Disallowed Costs

Notwithstanding any terms or conditions of this Contract to the contrary, neither party shall be relieved of liability to the other party for damages sustained by the other party by virtue of any breach of Contract by the other party, or for any disallowed cost; and either party shall have the right to demand of the other party, within a period of time specified by the offended party, the return of any Contract funds used for such disallowed costs, and the Sub-Recipient/Contractor agrees to comply with such demand.

Indemnification and hold harmless clause. Each party will indemnify or hold harmless the other party with respect to damages in connection with bodily injury, illness or any other damage or loss, notwithstanding any term or condition of this Contract to the contrary, either party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Contract by the other party.

XI. Applicability of Federal, State and Local Laws

Notwithstanding any term or condition of the Contract to the contrary, it is understood by all parties hereto that nothing in this Contract will relieve any of the parties from adherence to applicable Federal, State and local laws and regulations.

XII. Hold Harmless

Both parties further agree to hold and save the other party, its officers, agents and employees harmless from liability of any nature or kind, including costs and expenses for, or on account of, any or all suits for damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Sub-Recipient/Contractor. This includes court costs and attorney's fees incurred by CSCR. In addition, either party shall hold harmless the other party with respect to any damages for bodily injury, illness or other losses.

XIII. General Terms

The Sub-Recipient/Contractor understands and agrees that oral communication between the parties will not be accepted in any audit determination or other matter involving interpretation of the rules, policy directives, and regulations governing the implementation of program activities under this Contract.

Refunds or credits from training institutions or other vendors for costs that have been paid by CSCR shall:

- A. Be returned to CSCR within ten (10) days of the Sub-Recipient/Contractor's receipt; or
- B. The next cost reimbursement request from the vendor may be reduced by the refund amount.

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- C. The Sub-Recipient/Contractor will adhere to and comply with CSCR's Complaint and Grievance procedures that have been approved by the State of Florida.
- D. In the administration of this Contract, the Sub-Recipient/Contractor shall comply with the Standards of Conduct issued in the Florida Statutes Sections 112.313 (Standards of Conduct for Public Officers and Employees of Agencies) and 104.31 (Political Activities of State, County, and Municipal Officers and Employees), as applicable.
- E. In the administration of this Contract, every reasonable course of action will be taken by the Sub-Recipient/Contractor in order to maintain the integrity of the expenditure of public funds.
- F. CSCR reserves the right to impose financial penalties for non-compliance with the terms and conditions of this contract.

SPECIAL TERMS AND CONDITIONS

I. Compliance with Title VI and VII of the Civil Rights Acts of 1964, as amended, and WIOA Regulations, as amended, Regarding participation and Benefits

The Sub-Recipient/Contractor agrees to comply with Title VI and VII of the Civil Rights Act of 1964 (P.O. 88-352) and with 29 CFR, part 37, the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, and further agrees that no person in the United States shall on the ground of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any pro-program or activity funded in whole or in part with funds made available under this Contract.

II. Civil Rights Certification

The Sub-Recipient/Contractor gives this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance.

The Sub-Recipient/Contractor assures that it will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended, U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
- B. Section 188 of the Workforce Innovation and Opportunity Act, as amended, which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship or participation in WIOA.
- C. The Nontraditional Employment for Women Act of 1991, as amended, public law 102-235, which prohibits discrimination on the basis of sex-stereotyping in occupations traditional for the other sex.
- D. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, and the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
- E. Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities.
- F. The Age Discrimination Act of 1972, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities.

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- G. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs in programs and activities.
- H. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

III. Equal Employment Opportunity

The Sub-Recipient/Contractor will not discriminate against any employee including WIOA, SNAP or WTP/TANF participants and beneficiaries for employment and training activities because of race, color, age, sex, religion, disability, political affiliation or national origin. The Sub-Recipient/Contractor will ensure that applicant and program beneficiaries are treated equally and fairly without regard to race, color, age, sex, religion, disability, political affiliation or national origin. Such action shall include, but not be limited to the following: upgrading, employment demotion, and transfer, recruitment and advertising, layoff and termination, rates of pay and other forms of compensation, and selection for training.

The Sub-Recipient/Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Sub-Recipient/Contractor, its successors, transfer-ees, and assignees for the period during which such assistance is provided. The Sub-Recipient/Contractor further assures that all Sub-Recipient/Contractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In addition, there shall be no discrimination against individuals who are participants in activities supported by funds provided under this Contract.

IV. Transparency Act Requirements

The Sub-Recipient/Contractor must ensure that they have the necessary processes and systems in place to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. Law 109-282, as amended by section 6202 of Pub. Law 110-252) (Transparency Act), as follows:

The following types of awards are not subject to the Federal Funding Accountability & Transparency Act:

- A. Federal awards to individuals who apply for or receive Federal awards as natural persons (i.e., unrelated to any business or non-profit organization he or she may own or operate in his or her name);
- B. Federal awards to entities that had a gross income, from all sources, of less than \$300,000 in the entities' previous tax year; and
- C. Federal awards, if the required reporting would disclose classified information.

V. Fraud and Program Abuse

The Sub-Recipient/Contractor shall ensure the integrity of the programs by maintaining sufficient, auditable, and otherwise adequate records that support the expenditure of all funds under the Contract.

The submittal of false information may be considered as fraud and could result in the immediate termination of the Contract and/or prosecution. The Sub-Recipient/Contractor is liable for the repayment of funds that were paid by CSCR 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. Resolution should occur within thirty (30) days.

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VII. Theft or Embezzlement from Employment and Training Funds

The Sub-Recipient/Contractor shall be liable for prosecution under the criminal provision of the 18 U.S.C. 665 for theft or embezzlement.

VIII. Health and Safety

The Sub-Recipient/Contractor for the duration of the Contract shall maintain appropriate standards for health and safety in work and training situations. Health and safety standards, including Child Labor Laws, established under State and Federal law, otherwise applicable to working conditions of participants. The Sub-Recipient/Contractor assures that appropriate standards for health and safety in work and training situations will be maintained. 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 unsanitary, hazardous or dangerous to their health or safety. Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs shall be assigned to work in accordance with reasonable safety practices.

IX. Further Assurance

The Sub-Recipient/Contractor assures that it, and its Sub-Recipient/Contractors, will comply with all applicable accreditation, business licensing, taxation and insurance requirements of State or Federal statute or law.

X. Complaints and Grievances

The Sub-Recipient/Contractor will adhere to the Complaint and Grievance Procedures outlined in CSCR's policies.

XI. General Description of Workforce Delivery System

Title I of WIOA assigns responsibilities at the local, State and Federal level to ensure the creation and maintenance of a Workforce delivery system that enhances the range and quality of workforce development services that are accessible to individuals seeking assistance.

In general, the Workforce System is a structure under which entities responsible for administering separate workforce investment, educational, and other human resource programs and funding streams (referred to as Workforce Partners) collaborate to create a coordinated delivery of service that will enhance access to program services and improve long-term employment outcomes for individuals receiving assistance.

The Workforce System will provide access to numerous workforce investment and educational and other human resource services, activities and programs. Rather than requiring individuals and businesses to seek workforce development information and services at several different locations, CSCR and its Partners will strive to simplify and expand access to services for career seekers and employers.

As providers in the Workforce System, all Sub-Recipient/Contractors will be required to provide services through this system.

XII. Compliance with Acts relating to Work and Safety

The Sub-Recipient/Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act 40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction agreements.

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XIII. Safeguarding Data Including Personally Identifiable Information (PII)

The Sub-Recipient/Contractor must recognize that confidentiality of PII and other sensitive data is of paramount importance and must be observed except where disclosure is allowed by the prior written approval of CSCR or by court order. All data exchanges conducted through or during the course of performance of this contract will be conducted in a manner consistent with applicable Federal law and TEGL NO. 39-11 (issued June 28, 2012). All such activity conducted by ETA and/or Sub-Recipient/Contractor/s will be performed in a manner consistent with applicable state and Federal laws.

The Sub-Recipient/Contractor agrees to take all necessary steps to protect such confidentiality by complying with the following provisions that are applicable in governing their handling of confidential information: To ensure that such PII is not transmitted to unauthorized users, all PII and other sensitive data transmitted via e-mail or stored on CDs, DVDs, thumb drives, etc., must be encrypted using a Federal Information Processing Standards (FIPS) 140-2 compliant and National Institute of Standards and Technology (NIST) validated cryptographic module. The Sub-Recipient/Contractor must not e-mail unencrypted sensitive PII to any entity, including ETA or Sub-Recipient/Contractors.

- A. The Sub-Recipient/Contractor must take the steps necessary to ensure the privacy of all PII obtained from participants and/or other individuals and to protect such information from unauthorized disclosure. The Sub-Recipient/Contractor must maintain such PII in accordance with the ETA standards for information security described in this TEGL and any updates to such standards provided to the Sub-Recipient/Contractor by ETA. The Sub-Recipient/Contractor who wish to obtain more information on data security should contact their Federal Project Officer.
- B. The Sub-Recipient/Contractor shall ensure that any PII used during the performance of their grant has been obtained in conformity with applicable Federal and state laws governing the confidentiality of information.
- C. The Sub-Recipient/Contractor further acknowledge that all PII data obtained through their ETA grant shall be stored in an area that is physically safe from access by unauthorized persons at all times and the data will be processed using Sub-Recipient/Contractor issued equipment, managed information technology (IT) services, and designated locations approved by ETA. Accessing, processing, and storing of ETA grant PII data on personally owned equipment, at off-site locations e.g., employee's home, and non-Sub-Recipient/Contractor managed IT services, e.g., Yahoo mail, is strictly prohibited unless approved by ETA.
- D. Sub-Recipient/Contractor employees and other personnel who will have access to sensitive/confidential/proprietary/private data must be advised of the confidential nature of the information, the safeguards required to protect the information, and that there are civil and criminal sanctions for noncompliance with such safeguards that are contained in Federal and state laws.
- E. The Sub-Recipient/Contractor must have their policies and procedures in place under which Sub-Recipient/Contractor employees and other personnel, before being granted access to PII, acknowledge their understanding of the confidential nature of the data and the safeguards with which they must comply in their handling of such data as well as the fact that they may be liable to civil and criminal sanctions for improper disclosure.
- F. The Sub-Recipient/Contractor must not extract information from data supplied by ETA for any purpose not stated in the grant agreement.
- G. Access to any PII created by the ETA grant must be restricted to only those employees of the grant recipient who need it in their official capacity to perform duties in connection with the scope of work in the grant agreement.
- H. All PII data must be processed in a manner that will protect the confidentiality of the records/documents and is designed to prevent unauthorized persons from retrieving such records by computer, remote terminal or any other means. Data may be downloaded to, or maintained on, mobile or portable devices

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only if the data are encrypted using NIST validated software products based on FIPS 140-2 encryption. In addition, wage data may only be accessed from secure locations.

- I. PII data obtained by the Sub-Recipient/Contractor through a request from ETA must not be disclosed to anyone but the individual requestor except as permitted by the Grant Officer.
- J. The Sub-Recipient/Contractor must permit ETA to make onsite inspections during regular business hours for the purpose of conducting audits and/or conducting other investigations to assure that the Sub-Recipient/Contractor is complying with the confidentiality requirements described above. In accordance with this responsibility, the Sub-Recipient/Contractor must make records applicable to this Agreement available to authorized persons for the purpose of inspection, review, and/or audit.
- K. The Sub-Recipient/Contractor must retain data received from ETA only for the period of time required to use it for assessment and other purposes, or to satisfy applicable Federal records retention requirements, if any. Thereafter, the Sub-Recipient/Contractor agrees that all data will be destroyed, including the degaussing of magnetic tape files and deletion of electronic data.

XIV. Byrd Anti-Lobbying Amendment (31 U.S.C.1352)

Contractors who apply or bid for an award exceeding \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier up to the recipient.

XV. E-VERIFY

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

ATTACHMENT E: ASSURANCES, GENERAL TERMS & CONDITIONS – SIGNATURE PAGE

SIGNED BY:

NAME: CHALIS CATHAN

TITLE: CEO

DATE: 6/16/22