

**WORKFORCE SERVICES
SUBRECIPIENT CONTRACT BETWEEN THE
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
AND
ARBOR E&T, LLC**

AWARDING AGENCY
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234

AWARDING OFFICIAL CONTACT INFORMATION
Name: Rick Beasley
Title: Executive Director
Telephone Number: (305) 929-1500
Date of Notice: September 24, 2020
R&D: No

PASS THROUGH:	
DEPARTMENT OF ECONOMIC OPPORTUNITY	
CFDA	FAIN
WIOA AD: 17.258	AA347622055A12
WIOA DW: 17.278	AA347622055A12
WIOA RR: 17.278	AA347622055A12
TANF: 93.558	G-2001FLTANF
SNAP: 10.561	215FL412Q7503
UI: 17.225	U1344902060A12

CONTRACTOR
Arbor E&T, LLC
805 N. Whittington Parkway, Suite 400
Louisville, KY 40222
DUNS Number: 144991382

TITLE OF CONTRACTOR'S PROGRAM
"CareerSource center: North Miami Beach"

CONTRACT AMOUNT:
\$849,533.00

INDEX CODE NUMBER:
12130

CONTRACT NUMBER:
WS-CC-PY'21-30-00

CONTRACT PERIOD:
July 1, 2021 – June 30, 2022

ARTICLE I

INTRODUCTION AND CONDITIONS PRECEDENT

A. PARTIES TO SUBRECIPIENT CONTRACT

This Subrecipient Contract ("Contract") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida ("SFWIB") and Arbor E&T, LLC (the "Contractor") (referred to individually as "Party" and collectively as the "Parties"). This Contract establishes a sub-recipient, contractual, independent contractor relationship between the SFWIB and the Contractor in which the Contractor accepts substantial financial and programmatic responsibilities for the use of federal, state, and, if applicable, local funds. In consideration of the mutual obligations and covenants and other good and valuable consideration, the Parties agree as follows:

B. DEFINITIONS

The Definitions for this Contract can be found in Exhibit F, Definitions.

C. EFFECTIVE TERM

This Contract shall commence upon July 1, 2021, irrespective of the date of execution, and terminate at the close of business on June 30, 2022, unless earlier terminated as provided below.

The SFWIB may, in the SFWIB's sole discretion, renew this Contract for one (1) additional one (1) year performance period contingent upon satisfactory performance and availability of funding to the SFWIB upon such terms and conditions as the Parties agree to in writing.

D. TOTAL PAYMENT

Subject to the availability of funds to the SFWIB, the maximum amount payable for services rendered under this performance fixed rate-based Contract shall not exceed \$849,533.00 as distributed among the programs set forth in the table below and in accordance with Exhibit D, Payment Provisions, attached hereto and incorporated herein. If the SFWIB's available funding is reduced, for any reason, the amount payable under this Contract may be reduced at the option and sole discretion of the SFWIB.

North Miami Beach	WIOA Adult	WIOA Dislocated Workers	WIOA Rapid Response	TANF	SNAP	RESEA	Total
Total Allocation	\$247,184	\$ 169,301	\$ 34,531	\$ 324,572	\$ 65,056	\$ 8,889	\$ 849,533

E. STATEMENT OF WORK/PROGRAM DESIGN AND SERVICE DELIVERY

The Contractor agrees to render services in accordance with Exhibit A, Statement of Work and Exhibit AA, Program Design and Service Delivery, attached hereto and incorporated herein.

The Contractor shall implement the Statement of Work set forth in Exhibit A, and the Program Design and Service Delivery set forth in Exhibit AA, in a manner deemed satisfactory to the SFWIB, in its sole discretion. Any modification to the Statement of Work or the Program Design and Service Delivery shall not be effective until approved, in writing, by the SFWIB.

F. CONDITIONS PRECEDENT

The Contractor shall provide to the SFWIB, prior to commencement of performance under this Contract, the following documentation:

1. Articles of Incorporation and Corporate By-Laws (If Applicable).
2. Board of Directors Requirements. A formal resolution from the Contractor's Board of Directors or other document from its governing body authorizing execution of the Contract with the SFWIB to ensure that the Contractor's governing body is apprised of the fiscal, administrative, and contractual obligations of the services funded through the SFWIB.
3. Certificate of Corporate Status, if a Corporation. A certificate of status in the name of the Contractor, which certifies the following: that the Contractor is organized under the laws of the state of Florida or another state and registered to do business in the state of Florida; that all fees and all penalties fees, related to filing of registration, re-instatement, renewal, etc., have been paid; that the Contractor's most recent annual report has been filed; that Contractor's status is active; and that the Contractor has not filed Articles of Dissolution with the state of Florida or another state.
4. Limited Liability Company ("LLC") Affidavit (If Applicable).

5. Financial and Compliance Audit. The Contractor shall have performed an annual certified public accountant's opinion and related financial statements in accordance with the single Audit Act Amendments of 1996 and compliance with the State of Florida requirements and 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Contractor shall submit an original or electronic copy of the Audit Report within the time line specified in 2 CFR Chapter II, Subpart F, § 200.512 (a).

G. INSURANCE

1. The Contractor shall maintain the required insurance as specified below, and shall provide to the SFWIB, proof of such insurance in compliance with the timelines identified in Section 2b below. The SFWIB shall not disburse any funds until the SFWIB is provided with the necessary certificate(s) of insurance, the SFWIB has approved such document(s), and executed the Contract. Such insurance policies shall be in the amounts indicated below:
 - a. Commercial General Liability Insurance:
 - i. Contractor shall secure occurrence-based commercial general liability ("CGL") insurance provided by a policy with coverage at least as broad as an unendorsed ISO CG 00 01 12 04 form, including, but not limited to, coverage for premises, operations and products/completed operations. Contractor shall ensure that the limits are at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate. Commercial umbrella or excess liability insurance on a follow-form basis may be used to satisfy the required liability limits if the primary limits are insufficient.
 - ii. Contractor shall ensure that the SFWIB and its directors, officers, employees and agents, are covered as additional insureds without limitation for the CGL policy. Contractor shall provide primary coverage for additional insureds. Contractor shall ensure that coverage other than CGL insurance available to SFWIB is in excess of Contractor's coverage. Such coverage cannot be called upon to contribute to defense or settlement of claims until Contractor's coverage has been exhausted by defense or settlement of claims arising out of or related to Contractor's performance of the Contract.
 - b. Automobile Liability Insurance:
 - i. For all vehicles including, but not limited to, all owned, non-owned, leased and hired automobiles by the Contractor, which are utilized in connection with the services provided under the Contract, auto liability insurance is required with unimpaired coverage limits of at least One Million Dollars (\$1,000,000.00) combined single limit per accident. The endorsement of PIP must be added.
 - ii. Non-owners auto liability insurance is required if any personal vehicles are utilized by employees for use in connection with the services provided under the Contract. Non-owners auto liability insurance is required regardless of whether or not the employee requests mileage reimbursement.
 - c. Worker's Compensation Insurance: For each person employed or enrolled by the Contractor, the Contractor shall secure worker's compensation insurance, including, but not limited to, insurance for participants enrolled in occupational skills training or employability skills training programs and projects. Worker's compensation insurance shall be secured in an amount that is consistent with Chapter 440, Florida Statutes. In cases of participant work experience, the State of Florida covers worker's compensation for Florida Department of Economic Opportunity ("DEO") funded work experience programs administered pursuant to section 445.009(11), Florida Statutes. If worker's compensation insurance cannot be secured for participants, an alternative insurance approved in advance and in writing by the SFWIB must be secured.
 - d. Employer's Liability Insurance: The Contractor shall secure employer's liability insurance with a

limit of no less than \$100,000 bodily injury each accident, \$100,000 bodily injury by disease each employee and \$500,000 policy limit for bodily injury by disease, on behalf of and in the name of the Contractor,

c. Worker's Re-employment Assistance (formerly Unemployment Compensation) Insurance (RAI):

The Contractor shall secure worker's re-employment assistance insurance in accordance with federal and state laws for each person it employs. The Contractor shall submit the following documents:

- i. A copy of the two most recent RT-6 reports (or RT-29 if applicable), submitted to the state of Florida.
- ii. Proof that RAI taxes were paid to the state of Florida in the two most recent quarters:
 - Tax summary page or tax impound pages from your P.E.O., or
 - Bank statements showing payments/electronic funds transfers to the State, or
 - Copies of canceled checks.

Ensure that the amounts indicated in the proofs of payment match the amount totals of the RT-6/RT-29 reports.

- f. Fidelity Bond Insurance: The Contractor shall provide fidelity bonding for ALL staff persons through the purchase of a blanket fidelity bond in an amount sufficient to cover one hundred (100) percent of the value of the total Contract amount. The certificate of bonding insurance must include a statement that names the SFWIB as the Loss Payee for any claim involving the SFWIB's funds or as Trustee of the Bond or as an Additional Insured.

2. Submission of the Insurance to the SFWIB:

- a. The Contractor shall secure all insurance required under this Contract prior to the provision of services under the Contract.
- b. All Policies and Certificates of Bonding and Insurance must be in the possession of the SFWIB prior to the execution of the Contract. If the Contractor secures any of the insurance policies, which have effective dates that are after the beginning effective period of the Contract, then the beginning effective period shall be equal to the effective date of the latest insurance policy secured by the Contractor.
- c. The Contractor may not incur any costs prior to the effective period of performance of the Contract. If such costs are incurred, they are the sole responsibility of the Contractor and may not be reimbursed through any funds awarded by the SFWIB.
- d. All insurance policies secured by the Contractor must be issued by companies authorized to do business in the state of Florida, with the following qualifications:
 - i. The company must be rated not less than "A" as to management; and not less than Class "VII" as to financial strength by the latest edition of Best's Insurance Guide, published by A. M. Best Company, Inc., Oldwick, New Jersey, or its equivalent, subject to the approval of the SFWIB;

or

- ii. The company shall hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized to do Business in Florida," issued by the state of Florida Department of Insurance and shall be members of the Florida Guaranty Fund.
- e. All certificates of bonding and insurance submitted to the SFWIB must provide the following information:

- i. The agency/individual/position that is insured/bonded;
 - ii. The amount of the bond or insurance policy;
 - iii. The beginning effective date of the policy and the expiration date of the policy;
 - iv. A statement, which ensures that the SFWIB will be notified of any cancellation of the policy at least thirty (30) days prior to said cancellation; and
 - v. A statement naming the SFWIB as the Loss-Payee or as an additional party insured with respect to each of the coverages required by this Contract set forth in sections 1-a, 1-b, 1-d, and 1-f above.
3. If an insurance policy is cancelled during the effective period of the contract, the SFWIB shall withhold all payments from the Contractor until a new certificate of insurance is submitted and accepted by the SFWIB. The new insurance policy must cover the period commencing from the date of cancellation of the prior insurance policy.
 4. If the Contractor fails to secure the required insurance as a result of such cancellation within ten (10) calendar days after the effective date of cancellation, the SFWIB may immediately terminate the Contract.
 5. The Contractor shall notify, in writing, the SFWIB of any changes in insurance coverage, including, but not limited to, any renewals of existing insurance policies, not later than ten (10) days prior to the effective date of the changes.
 6. Upon review of the Contractor's Statement of Work, Exhibit A, and Exhibit AA, Program Design and Service Delivery, the SFWIB may increase, waive or modify, in writing, any of the foregoing insurance requirements. Any request by a Contractor to decrease, waive or modify any of the foregoing insurance requirements must be approved, in writing, by the SFWIB prior to any such decrease, waiver or modification.
 7. The SFWIB may require the Contractor to furnish additional or different insurance coverage, or both, as may be required from time to time pursuant to applicable law. Provision of insurance by the Contractor, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that the SFWIB may have against the Contractor for any liability of any nature or of any kind related to performance under this Contract or otherwise.
 8. **Government Entities Only:** The Contractor, as a self-insured governmental entity, shall provide to the SFWIB, a letter stating that it is self-insured and maintains an ongoing self-insurance program as allowed under chapter 284, Florida Statutes, and that such self-insurance also offers protection applicable to the Contractor's officers, employees, servants and agents while acting within the scope of their employment with the Contractor. The SFWIB shall not disburse any funds until the SFWIB is provided with the letter of self-insurance, the SFWIB has approved such document, and executed the Contract.

H. LICENSING

The Contractor shall obtain and maintain in full force and effect during the term of this Contract any and all licenses, certifications, approvals, insurance, permits and accreditations, required by the state of Florida, by the County where the services are being provided, by the local municipality where the services are being provided, by the SFWIB, and by the federal government. If the Contractor fails to provide the foregoing within thirty (30) days of a written request by the SFWIB, the SFWIB may, in its sole discretion, immediately terminate this Contract.

I. LEVEL 2 BACKGROUND SCREENING REQUIREMENT

The SFWIB requires and Contractor agrees to comply with all applicable federal, state and/or local laws, regulations and ordinances regarding background screening of employees, volunteers and subcontracted personnel. The Contractor's failure to comply with any applicable federal, state and/or local laws, regulations, ordinances or Miami-Dade County resolutions, and the SFWIB's requirements set forth herein and in the SFWIB's Policy and Procedure (collectively referred to as "Laws" for purposes of this Section) regarding

background screening of employees, volunteers and subcontracted personnel is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.

Laws include, but are not limited to the National Child Protection Act of 1993, as amended, and as implemented by sections 943.0542 and 984.01(2), Florida Statutes, and chapters 39, 402, 409, 394, 407, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended from time to time. The Contractor agrees to perform background screening through the Florida Department of Law Enforcement ("FDLE"), Volunteer & Employee Criminal History System ("VECHS") program.

1. The SFWIB requires and Contractor agrees that the Contractor's current and prospective employees, volunteers and subcontracted personnel must complete a Level 2 background screening, and be eligible for employment with any SFWIB-funded program as set forth herein, prior to working, volunteering or doing any work for Contractor related to this Contract and the work set forth in the Exhibit A, Statement of Work and the Exhibit AA, Program Design and Service Delivery. No later than ten (10) business days prior to employment, volunteering, or performance of any work for any SFWIB-funded program, the Contractor shall furnish the SFWIB with an Affirmation/Acknowledgement Form, Attachment 1, which confirms the background screening was completed for all employees, volunteers and subcontracted personnel who will be volunteering or working for Contractor on this Contract and that they are eligible to volunteer or for employment, pursuant to chapter 435, Florida Statutes, as may be amended from time to time.
2. The Level 2 background screening shall include, fingerprinting for statewide criminal history records checks through the FDLE and nationwide criminal history records checks through the Federal Bureau of Investigation ("FBI"), and may include local criminal records checks through local law enforcement agencies. To obtain fingerprint-based background checks, the Contractor must apply to FDLE and be qualified to access records provided by FDLE and the FBI, through VECHS. The Contractor shall notify the SFWIB that it has obtained/not obtained the approval from FDLE within thirty (30) days of Contract award. The Contractor shall also notify the SFWIB if it is prohibited from disclosing the background screening records of employees, volunteers and subcontracted personnel to the SFWIB. The SFWIB reserves the right to perform background screening of Contractor's staff assigned to the SFWIB's CareerSource center(s) at Contractor's expense. The Contractor shall reimburse the SFWIB for any expense resulting from background screening of staff by the SFWIB as set forth herein. Such reimbursement shall be deducted from any payments due to the Contractor.
3. The Contractor shall not hire persons that may have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense in chapter 414, Florida Statutes, relating to public assistance fraud or chapter 443, Florida Statutes, relating to unemployment compensation fraud, or any offense that constitutes domestic violence as defined in section 741.28, Florida Statutes, whether such act was committed in this state or in another jurisdiction.
4. The Contractor shall not hire persons that have been arrested for and are awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under the provisions of section 435.04, Florida Statutes, or similar law of another jurisdictions relating to the same offenses.
5. The Contractor shall make the decision to hire or assign to the SFWIB's funded program(s) persons with criminal history information unrelated to theft, fraud, or financial crime, on a case-by-case basis, where the background screening for the Contractor's current and prospective employee, volunteer, and subcontracted personnel, is not expressly prohibited by section 435.04, Florida Statutes, or other applicable law. A Contractor's decision to hire or assign an individual to the SFWIB's funded program(s) does not guarantee the SFWIB will grant the Contractor's current and prospective employees, volunteers and subcontracted personnel with access to any SFWIB funded program, CareerSource center, Access Point, Tech Hire Center, Information Technology system, or program files.
6. The Contractor must submit an Affirmation/Acknowledgement Form, Attachment 1, along with the background screening results to SFWIB's Quality Assurance Coordinator no later than ten (10) business

days prior to employment, volunteerism, or performance of any work for any SFWIB-funded program. The background information will be reviewed by SFWIB staff and a decision on whether or not access will be granted shall be made within ten (10) business days of receipt of the Affirmation/Acknowledgement Form.

7. The Contractor must ensure that each current employee, volunteer, or subcontracted personnel working in any SFWIB-funded program provides an **Affidavit of Good Moral Character, Attachment 10**, subject to penalty of perjury, declaring compliance with the qualification requirements for employment pursuant to chapter 435, Florida Statutes, and agreeing to inform the employer immediately if arrested for any offense while employed by, volunteering for, or subcontracting for the employer.
8. Upon learning of the arrest of an employee, a volunteer, or subcontracted personnel, the Contractor must notify the SFWIB of such arrest by the next business day. The Contractor will review the circumstances of the arrest and determine whether the employee, volunteer or subcontracted personnel is eligible for continued employment. If the current employee, volunteer, or subcontracted personnel is subsequently found ineligible for continued employment based on criminal history information involving any of the allegations provided in Sections 3 or 4 above or as outlined in section 435.04, Florida Statutes, the Contractor shall immediately remove such employee, volunteer, or subcontracted personnel from volunteering or working in or for any SFWIB-funded program, or having any direct or indirect access to any SFWIB CareerSource center, Access Point, Tech Hire Center, Information Technology system, or program files. Failure to notify the SFWIB, by the next business day, of learning of the arrest of an employee, a volunteer, or subcontracted personnel is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.
9. Even if applicable law would otherwise permit, as a provision of this Contract, the Contractor agrees not to hire any persons or permit any persons to begin work or to volunteer or to remain employed, volunteering, or performing any work for the Contractor related to this Contract and the work set forth in the Exhibit A, Statement of Work and the Exhibit AA, Program Design and Service Delivery without submitting the Affirmation/Acknowledgement Form, Attachment 1.
10. If the Contractor fails to furnish the SFWIB with the Affirmation/Acknowledgement Form, the SFWIB may withhold further disbursement of funds and this Contract may be subject to termination at the sole discretion of the SFWIB.
11. The Contractor shall take necessary precautions to safeguard the background screening records of employees, volunteers, and subcontracted personnel, the Affirmation/Acknowledgement Form, Attachment 1, and Affidavit of Good Moral Character, Attachment 10. Background screening results are exempt from public records and, therefore, must be maintained in a secured and access-controlled area to ensure that the records are accessible only to those authorized to examine such records. The Contractor shall make all records available to the SFWIB in accordance with Article III-Section H, Audit, Inspection and Access to Records, of this Contract.
12. The Level 2 background screening records shall be retained as required herein in accordance with Article III-Section I, Records Retention, of this Contract.
13. The Level 2 background screening must be conducted at least every five (5) years of consecutive employment, and upon re-employment in all circumstances including assignment to a new or different contract, until cessation of employment, volunteerism, or doing any work for the Contractor.

J. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify.

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of section 448.095, Florida Statutes, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective as of January 1, 2021, and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractors must also include in all subcontracts the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination, and the Contractor may be liable for any additional costs incurred by the SFWIB resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

The Contractor shall maintain evidence of the use of the E-Verify system in the employee's personnel file. The Contractor shall maintain a personnel file for each staff person funded under this Contract in accordance with the SFWIB's Policies and Procedures, state and federal laws.

K. IMMIGRATION REFORM AND CONTROL ACT

The Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for individuals who are hired and will perform any services under the Contract.

L. ANTI-NEPOTISM

The Contractor shall:

1. With respect to individuals employed through the contracted program, not appoint, employ, promote, or advance or advocate for appointment, employment, promotion, or advancement, in or to a subsidized position in the Contractor's business entity any person who is a relative of the Contractor.
2. Not provide workforce services that include, but are not limited to employment and/or training services to any person who is a relative of the Contractor or Contractor's staff.

The definitions below are incorporated and made a part of this policy.

"Contractor" means the Contractor or employee of the Contractor who is authorized to appoint, employ, promote or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in the Contractor's business entity.

"Relative" means an individual who is related to the Contractor as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

M. CERTIFICATION OF CONDUCT

The Contractor shall comply with all federal, state, and local laws related to conflict of interest, nepotism, and criminal and fraudulent activities.

N. CODES OF CONDUCT

The 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 domestic 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 recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements.

The Contractor shall comply with the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance codified in section 2-11.1 et al of the Code of Miami-Dade County, Florida ("Code"). The Contractor shall set and/or adopt standards of conduct which describe obligations under section 2-11.1 et al. and provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

O. GRATUITIES

The Contractor shall not accept a gift from, offer to give, or give any gift to, any SFWIB member, SFWIB employee, SFWIB approved Training Vendor, or to any family member of an SFWIB member, SFWIB employee, or SFWIB approved Training Vendor.

The term "family member" includes, but is not limited to father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter, and domestic partner.

The term "gift" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, food, beverage, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.

Violation of this provision will constitute a breach of this Contract. In addition to any other remedies available to the SFWIB, any violation of this provision will result in referral of the Contractor's name and description of the violation of this term to the State of Florida Department of Management Services for the potential inclusion of the Contractor's name on the suspended vendors list for an appropriate period. This provision will survive the Contract for a period of two (2) years after its expiration or termination.

P. CODE OF BUSINESS ETHICS

The Contractor shall comply with section 2-8.1 of the Code requiring contractors to adopt a Code of Business Ethics. The Contractor shall adopt the Greater Miami Chamber of Commerce Model Code of Business Ethics or a similar code and shall submit, prior to the execution of the Contract, a Code of Business Ethics Affidavit, Exhibit B, attached hereto and incorporated herein by reference as if fully set forth herein stating the Contractor has adopted a Code of Business Ethics that complies with the requirements of section 2-8.1 of the Code.

END OF ARTICLE I

ARTICLE II

GENERAL CONDITIONS

A. ADHERENCE TO THE TERMS AND CONDITIONS OF FORMAL SOLICITATION

The Contractor shall adhere to the standards and requirements established under the SFWIB's formal solicitation for this Contract and Contractor's proposal pursuant to which this Contract was awarded and funded. The formal solicitation and Contractor's proposal are both incorporated herein by reference as if fully set forth in their entirety. If Contractor's proposal conflicts with the terms and conditions of this Contract, the terms and conditions in this Contract shall prevail and control.

B. APPLICABLE LAWS

The Contractor shall comply with all applicable federal, state, and local laws and regulations, including those of the Workforce Innovation and Opportunity Act (Pub. L. 113-128) ("WIOA") and Temporary Assistance to Needy Families ("TANF"), as may be amended from time to time, as well as all applicable SFWIB directives, policies, and procedures, in the implementation of the terms and conditions of this Contract or modifications thereto.

The Contractor shall ensure that all its activities under this Contract are conducted in conformance with these provisions, as applicable: 45 CFR Part 74, 45 CFR Part 75, 45 CFR Part 92, 29 CFR Part 97, 20 CFR Part 600 *et seq.*, 20 CFR Part 667, Subpart B, 45 CFR 98, TANF, 45 CFR Parts 260-265, and all other applicable federal regulations;

TANF funds must be used in accordance with the following:

(1) Title IV Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193);

(2) Provisions of 65A-4, Florida Administrative Code:
<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=65A-4>; and

(3) Provisions of the TANF State Plan:
<https://www.myflfamilies.com/service-programs/access/docs/TANF-Plan.pdf>

C. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Federal Funding Accountability and Transparency Act ("FFATA") requires the full disclosure to the public of all entities or organizations receiving federal funds.

Definition. "Data Universal Numbering System ("DUNS") number," is the nine-digit number established and assigned by Dun and Bradstreet, Inc., to uniquely identify entities. A non-Federal entity is required to have a DUNS number to apply for, receive, and report on a Federal award (2 CFR §200.32).

The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the Contract. The Contractor shall communicate any change to the DUNS number to the SFWIB within thirty (30) days after the change, so an appropriate modification can be issued to update the data on the Contract.

D. SELF-ASSESSMENT QUESTIONNAIRE

The Contractor shall complete an annual Exhibit C, Self-Assessment Questionnaire, attached hereto and incorporated by reference herein, and shall provide the documents set forth as Attachment A of the Self-Assessment Questionnaire to the SFWIB's Office of Continuous Improvement not later than thirty (30) calendar days after the execution of this Contract as set forth in Exhibit E, Reporting Requirements,

attached hereto and incorporated by reference herein. Failure to submit the Self-Assessment Questionnaire within the required time frame shall result in the SFWIB withholding payment under the Contract.

E. TERMINATION

Termination without Cause.

1. The SFWIB may terminate this Contract without cause by providing thirty (30) days' prior written notice to the Contractor. The Contractor shall be entitled to receive compensation for services performed in accordance with the conditions set forth herein through and including the date of termination. However, the SFWIB shall not be liable for any expenses incurred by the Contractor after the effective date of termination of this Contract. The Contractor shall not be entitled to recover any cancellation charges, lost profits, indirect costs, or consequential damages incurred as a result of said termination.
2. The Contractor may terminate this Contract without cause by providing sixty (60) days' prior written notice to the SFWIB. The Contractor shall be entitled to receive compensation for services performed in accordance with the conditions set forth herein through and including the date of termination. However, the SFWIB shall not be liable for any expenses incurred by the Contractor after the effective date of termination of this Contract. The Contractor shall not be entitled to recover any cancellation charges, lost profits, indirect costs, or consequential damages incurred as a result of said termination.

Termination due to the Lack of Funds. If funds received by SFWIB to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the SFWIB, in its sole discretion, may terminate this Contract upon no less than twenty-four (24) hours' notice, in writing, to Contractor. Said notice must be delivered by certified mail, return receipt requested or in person with proof of delivery. The SFWIB shall be the final authority as to the availability of funds and may not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract due to the lack of funds, the SFWIB shall compensate the Contractor for any work completed in accordance with the terms of the Contract prior to the date of the notification of termination. The Contractor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits as a result of a termination due to the lack of funds.

Termination for Cause Including Default and Breach of Contract. The SFWIB may terminate this Contract for default and breach of Contract, including, but not limited to, for the reasons identified in Section F, Breach of Contract. In the event of termination of this Contract for cause, any payments to the Contractor shall be determined based upon the provisions of Section G-Breach of Contract: SFWIB Remedies.

Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default and shall be applicable in such event. The Contractor shall continue to perform any work not terminated. The SFWIB's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Contract. If SFWIB terminates the Contract for default, the Contractor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits.

Termination for Circumstances Beyond the Contractor's Control. Either Party may terminate this Agreement for circumstances beyond the Contractor's control including, but not limited to, labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the Parties.

In the event of termination of this Contract under this provision, neither Party will be responsible for failure nor delay in performance of this Contract. Such failure or delay in performance will not result in any additional charge or costs, under this Contract, to either Party. The Party seeking termination of the Contract under this provision shall provide prompt notice of termination to the other Party. In no event shall notice be provided later than thirty (30) days after the occurrence triggering termination.

F. BREACH OF CONTRACT

If the Contractor fails to comply, in whole or in part, with any provision of the Contract, such failure constitutes

a breach of the Contract. A non-exhaustive list of breaches of this Contract is as follows:

1. The Contractor fails, in whole or in part, to provide the services set forth in Exhibit A, Statement of Work, or Exhibit AA, Program Design and Service Delivery, or both;
2. The Contractor fails, in whole or in part, to maintain staffing in accordance with Article III-Section N, Staffing Requirements of this Contract;
3. The Contractor ineffectively or improperly uses the SFWIB's funds provided to the Contractor under this Contract;
4. The Contractor attempts to meet Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement, including, but not limited to, entering part-time employment opportunities as full-time opportunities, and falsely reporting placements;
5. The Contractor moves or shares placements from one center to another, as set forth in Exhibit D, Payment Provisions, Sections I-E and I-F (applicable for Contractors with multiple centers);
6. The Contractor fails to submit the documentation required under Article I-Section F, Conditions Precedent of this Contract in accordance with the time periods set forth therein;
7. The Contractor does not furnish the Certificates of Insurance as required under Article I-Section G, Insurance of this Contract or as determined by the SFWIB;
8. The Contractor does not furnish proof of licensure or certification as required under Article I-Section H, Licensing of this Contract;
9. The Contractor fails to comply with the background screening and/or provide proof that the background screening was completed as required under Article I-Section I, Level 2 Background Screening of this Contract;
10. The Contractor fails to comply with the Anti-Nepotism provision set forth in Article I-Section L, Anti-Nepotism;
11. The Contractor fails to comply with the Code of Business Ethics provision set forth in Article I-Section P, Code of Business Ethics;
12. The Contractor fails to comply with the Gratuities provision set forth in Article I-Section O, Gratuities;
13. The Contractor fails to follow the Notification requirements set forth in this Contract under Article II-Section J, Notification of Legal Action of this Contract;
14. The Contractor fails to follow the Notification requirements set forth in this Contract under Article II-Section K, Other Notifications of this Contract;
15. The Contractor refuses to allow the SFWIB full access to records or refuses to allow the SFWIB to monitor, evaluate and review the Contractor's services and programs;
16. The Contractor fails to comply with the requirements set forth in Article III-Section G, Florida Public Records Law;
17. The Contractor fails to comply with Incident Reporting for abuse, neglect, or exploitation of a child, aged person, or disabled adult as required under Article III-Section R, Abuse, Neglect and Exploitation Incident Reporting of this Contract;
18. The Contractor fails to take reasonable measures to protect and secure data pertaining to personal information in electronic form as required under Article III-Section L, Information Security Obligations of this Contract;
19. The Contractor fails to comply, in whole or in part, with Article III-Section L, Information Security Obligations;
20. The Contractor fails to take reasonable measures to protect and secure personal and confidential information as required under this Contract and any applicable local, state or federal laws and regulations;
21. The Contractor does not submit or submits incomplete or incorrect required reports or proof of compliance with reporting requirements as required by this Contract;
22. The Contractor fails to respond and/or provide documentation to any of the SFWIB's requests within specified due dates, after three (3) written requests by the SFWIB;
23. The Contractor fails to correct deficiencies discovered during a monitoring, evaluation or review by the SFWIB and/or any governmental body acting within the scope of its jurisdiction within the time period specified by the SFWIB and/or the governmental body;
24. The Contractor fails to submit, or submits incorrect or incomplete proofs of expenditures to support disbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports;

25. The Contractor fails to comply with Article IV, Section G, Contractor's Cost Allocation Plan and Indirect Cost Rate;
26. The Contractor fails to submit an invoice as set forth in Article IV-Section H, Monthly Invoicing, in accordance with the time periods set forth therein;
27. The Contractor fails to comply with the Training Services Expenditure Requirement set forth in Article IV-Section K;
28. The Contractor fails to obtain prior written approval from the SFWIB to exit participants from the funded program as set forth in Exhibit D-Payment Provisions.
29. The Contractor unlawfully discriminates under any of the applicable laws;
30. The Contractor fails, in whole or in part, to cooperate with the SFWIB and partners of the SFWIB in the implementation of any Memorandum of Understanding (MOU) entered into between the SFWIB and any partner;
31. The Contractor fails to obtain the prior written approval of the SFWIB to allow any persons or entities, of any kind whatsoever, other than the Contractor to utilize in any way or manner any CareerSource center to provide information or services or products of any kind whatsoever to anyone;
32. The Contractor fails to obtain the prior written approval of the SFWIB to administer, disseminate or provide services, information, or products at any of the CareerSource center(s);
33. The Contractor fails to meet the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to the SFWIB or any of its agencies or instrumentalities;
34. The Contractor fails to fulfill in a timely and proper manner any and all of Contractor's obligations, covenants and agreements set forth in this Contract; and
35. The Contractor fails to maintain and ensure its compliance, as applicable, with federal, state, county, and local laws, which include, but are not limited to, adherence to IRS rules and regulations requiring timely filing of tax returns and payment of payroll taxes, as applicable, throughout the term of this Contract or any other contractual agreement the Contractor has with the SFWIB.

Waiver of a breach of any provision of this Contract by the SFWIB shall not be deemed to be a waiver of any other breach of any other provision and shall not be construed to be a modification of this Contract.

G. BREACH OF CONTRACT: SFWIB REMEDIES

If the Contractor breaches this Contract, the SFWIB may pursue any or all of the following remedies:

1. The SFWIB may terminate this Contract by providing written notice to the Contractor of such termination and specifying the effective date thereof. In the event of termination, the Contractor shall, upon the SFWIB's request: (a) return all finished or unfinished documents, data studies, surveys and reports prepared or obtained by the Contractor with the SFWIB's funds under this Contract; (b) reimburse any funds the SFWIB awarded to the Contractor, which were not lawfully expended, under this Contract; and (c) terminate or cancel any other contracts entered into between the SFWIB and the Contractor. The Contractor shall be responsible for all program and administrative costs associated with such termination, in addition to the SFWIB's attorneys' fees and costs;
2. The SFWIB may suspend payment, in whole or in part, under this Contract by providing written notice to the Contractor of such suspension and specifying the effective date thereof. All payments to the Contractor as of the effective date of suspension shall cease. On the effective date of suspension, if requested by the SFWIB, the Contractor shall immediately cease to provide services pursuant to this Contract. If payments are suspended, the SFWIB shall specify in writing the actions that shall be taken by the Contractor as a condition precedent to resumption of payments and shall specify a date for compliance. The SFWIB may also suspend any payments, in whole or in part, under any other contracts entered into between the SFWIB and the Contractor. The Contractor shall be responsible for all program and administrative costs associated with such suspension, in addition to the SFWIB's attorneys' fees;
3. The SFWIB may seek enforcement of this Contract by any action at law or equity available to the SFWIB, including, but not limited to, filing an action in a court of competent jurisdiction. The venue of any such action shall be in Miami-Dade County, Florida. The Contractor shall be responsible for all program and administrative costs of the SFWIB associated with such enforcement, in addition to the

SFWIB's attorneys' fees and costs through final resolution of the matter including appeal;

4. If, for any reason, the Contractor attempts to meet Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement, the SFWIB may, whenever the SFWIB deems it to be in the SFWIB's best interest, terminate this Contract by providing written notice to the Contractor of such termination and specifying the effective date thereof. In such case, the SFWIB may terminate or cancel any other contracts the Contractor has with the SFWIB. The Contractor shall be responsible for all of the SFWIB's program and administrative costs associated with any such termination or cancellation, in addition to the SFWIB's attorneys' fees. Any contractor who attempts to meet its contractual obligations with the SFWIB through fraud, misrepresentation or material misstatement may be debarred from the SFWIB contracting for a period not to exceed five (5) years; or

5. Any other remedy available at law, equity, or administratively.

H. DAMAGES SUSTAINED

The Contractor shall not be relieved of liability to the SFWIB for damages sustained by the SFWIB caused by any breach of this Contract by the Contractor, and the SFWIB may withhold any payments to the Contractor until such time as the exact amount of damages due to the SFWIB are determined. The SFWIB may also pursue any remedies available at law or equity to compensate for any damages sustained by any such breach by the Contractor. The Contractor shall be responsible for all program and administrative costs of the SFWIB associated with such breach, including the SFWIB's attorneys' fees.

I. NOTICES

It is understood and agreed between the Parties that written notice addressed to the Executive Director of the SFWIB and mailed or delivered to the address appearing on page one (1) of this Contract and written notice addressed to the Contractor and mailed or delivered to the address appearing on page one (1) of this Contract shall constitute sufficient written notice to the respective Party.

J. NOTIFICATION OF LEGAL ACTION

The Contractor shall notify the SFWIB of legal actions taken against the Contractor or threatened or potential actions such as lawsuits, related to services provided through this Contract or that may impact the Contractor's ability to deliver the contractual services, or adversely impact the SFWIB. The SFWIB shall be notified within five (5) days of Contractor becoming aware of such actions or from the day of the legal filing, whichever comes first.

K. OTHER NOTIFICATIONS

The Contractor shall provide prompt notice, not later than thirty (30) days regarding all matters, to the Executive Director of the SFWIB, in writing, of any issues, questions, requests for clarification or any other matter relating to or affecting the Contractor's performance under this Contract.

L. AUTONOMY

The Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the Parties. The Contractor is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that the Contractor is only a recipient of funding from the SFWIB and is not an agency or instrumentality of any kind of the SFWIB. Furthermore, the Contractor's, officers, agents, servants, and employees are not officers, agents, servants, or employees of the SFWIB or any of the SFWIB's agencies or instrumentalities, except so long as when the Contractor is approved by two-thirds vote of the board members once quorum is established.

M. INDEMNIFICATION

1. All Entities Which are Not Florida Governmental Entities. The Contractor shall indemnify and hold harmless the SFWIB, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Contractor or the Contractor's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on the Contractor's behalf under this Contract, including but not limited to DEO staff. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Contractor expressly understands and agrees that any insurance policies required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SFWIB and its officers, employees, agents, servants, agencies, and instrumentalities as herein provided.
2. Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this Contract.

N. PRIOR AGREEMENTS

This Contract and its attachments and exhibits incorporate all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract which are not contained in this Contract or in its attachments and exhibits. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

O. JOINT PREPARATION

The Parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses the Parties' mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

P. NO ASSIGNMENT

The Contractor shall not assign this Contract or any rights accruing hereunder in whole or in part without the express written authorization of the SFWIB, which authorization may be withheld in the sole discretion of the SFWIB.

Q. AUTHORITY TO EXECUTE AGREEMENT

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other Party and enforceable in accordance with its terms.

R. SUBCONTRACTING

1. The Parties hereto agree that no subcontract shall be entered into under or pursuant to this Contract without the prior written approval of the SFWIB, with said prior written approval issued at the sole discretion of the SFWIB.

2. In no event shall such prior written approval of the SFWIB relieve the Contractor from the Contractor's obligations under this Contract, or change any of the terms or conditions of this Contract. The Contractor shall ensure that all applicable provisions of this Contract are binding upon all such subcontractors. It is expressly understood and agreed that the SFWIB shall not be liable to any subcontractor(s) for any expenses or liabilities of any kind whatsoever incurred by any person or entity under any subcontract.

S. MODIFICATIONS

Any modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to a written amendment to this Contract, duly approved and signed by both Parties.

T. SEVERABILITY

If any portion of this Contract is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective. If a court determines that any portion of this Contract is invalid, the SFWIB may terminate this Contract without cause.

U. PERSONS WITH DISABILITIES AND ACCESSIBILITY OF FACILITIES

The Contractor shall conduct all activities under this Contract in accordance with the Americans with Disabilities (ADA) Act of 1990 as amended, Section 504 of the Rehabilitation Act of 1973 as amended, Title VI of the Civil Rights Act of 1964 as amended, and the regulations promulgated under such Acts, with respect to persons with disabilities.

The Contractor shall designate a Disability Services Coordinator to establish and implement internal procedures to ensure that Contractor and operational staff are knowledgeable about and comply with the disability-related requirements of WIOA, Section 188; Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA) of 1990 as amended (42 U.S.C. 12101 et seq.) P.L. 101-336 which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities. The Contractor's staff shall be thoroughly trained in providing services to individuals with disabilities as it pertains to customer service, reasonable accommodations, and etiquette.

The Contractor shall assure that programs and activities under this Contract are accessible to individuals with disabilities without discrimination, by:

1. Making reasonable accommodations or modifications;
2. Providing services in the most appropriate integrated setting;
3. Providing auxiliary aids for individuals with vision and hearing impairments during the recruitment, referral, and assessment of prospective program participants; and
4. Having resource materials available in alternate formats.

The Contractor shall ensure that the physical facilities utilized under this Contract are accessible at all times to individuals with disabilities; in accordance with the applicable standards of the State of Florida as set forth in DEO/Office of Civil Rights "Facility Accessibility Checklist" posted on the DEO website at: www.floridajobs.org or shall submit to the SFWIB an alternate plan to achieve physical accessibility to individuals with disabilities provided services under this Contract.

V. CAREERSOURCE CENTER AND FURNITURE MAINTENANCE

The Contractor shall maintain the material condition of the CareerSource center, furniture, and equipment/resources provided by the SFWIB in good working order. The Contractor shall timely report any adverse and unsafe condition(s) to the SFWIB's Facilities Unit to minimize further damage and liability.

Upon execution of the Contract, the Contractor's representative and a SFWIB Facilities Unit's staff member will conduct a walk-through inspection of the CareerSource center to document existing conditions within forty-five (45) days of Contract start date. The SFWIB's Facilities Unit will generate an inspection report

which will reflect the conditions of the CareerSource center at the time of said inspection ("baseline conditions"). At all times during the Contract term, the Contractor shall be responsible for any material damage to the center, furniture and equipment beyond normal wear and tear. During the term of the Contract the provider shall replace, in-kind, any damaged furniture or equipment in the CareerSource center and restore the CareerSource center to baseline conditions. Replacement furniture or equipment must be approved by the SFWIB's Facilities Unit's management prior to purchase. If the damaged items are not timely replaced, the Contractor's payment may be withheld until all matters are cleared. The SFWIB reserves the right to randomly inspect the CareerSource center with no advance notice.

Upon Contractor's failure to replace in-kind or restore facilities, furniture, and other equipment/resources provided by the SFWIB to baseline conditions as described above, the SFWIB at its sole option may perform the repairs and/or replacement and offset or deduct the cost from any payment due under this or any other contract or agreement.

W. COPYRIGHT, PATENTS, RIGHT TO DATA

Except for the Contractor's own internal use, the Contractor shall not publish or reproduce any data or information, in whole or in part, that is recorded in any form or medium whatsoever and that is delivered or specified to be delivered under this Contract, nor shall the Contractor authorize or permit others to do so without the advanced written consent of the federal government, through the state of Florida, until such time as the federal government may have released such data or information to the public.

As authorized by 49 CFR 18.34, the federal government, through the state of Florida, reserves a royalty free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize the state of Florida and others to use:

1. Any work developed under this Contract or a resulting subcontract irrespective of whether it is copyrighted.
2. Any rights of copyright to which Contractor or subcontractor purchases ownership with funds provided for under this Contract.

In the event the Contractor is granted written approval from the SFWIB to utilize subcontractors to perform any services required by this Contract, the Contractor shall prohibit such subcontractors, by written contract, from violating any of the terms of this Section W.

X. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Y. INTELLECTUAL PROPERTY RIGHTS

The federal government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: (i) The copyright in all products developed under a federal grant, including a subgrant or contract under the grant or subgrant; and (ii) any rights of copyright to which the grantee, sub-grantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy, which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities (2 CFR § 215.36).

If applicable, the Contractor must include the following language on all products developed in whole or in part with grant funds:

"This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner."

END OF ARTICLE II

ARTICLE III

PROGRAM MANAGEMENT

A. PERFORMANCE

Performance shall be defined as the Contractor having attained the goals and objectives set forth in this Contract, in accordance with Exhibit A, Statement of Work, Exhibit AA, Program Design and Service Delivery and Exhibit D, Payment Provisions attached hereto and incorporated by reference as if fully set forth herein. The Contractor shall be responsible for the recruitment, enrollment and placement of clients in a sufficient amount to assure that expenditure levels are met for the different funding streams.

B. PROGRAM REPORTS

Data for reports shall be generated from the appropriate Management Information System(s) ("MIS"). Performance shall only be deemed to have occurred if the Contractor has reported same in the applicable MIS. The Contractor shall ensure that adequate and timely reports are produced for internal performance monitoring purposes from the same MIS. The Contractor shall submit the required reports in accordance with Exhibit E, Reporting Requirements.

C. SUPERVISORY CASE REVIEW

The Contractor shall conduct monthly supervisory quality assurance case reviews to assess the performance of the Program management staff and monitor compliance with the SFWIB's procedural and performance requirements. The Contractor shall submit these case reviews to the SFWIB's Quality Assurance Unit in accordance with Exhibit E, Reporting Requirements, attached hereto and incorporated by reference as if fully set forth herein. Supporting documentation for these reviews shall be maintained by the Contractor and made available for monitoring reviews by the SFWIB upon request.

D. MONITORING

The Contractor shall permit, at any and all times, the SFWIB, and the SFWIB's, officers, authorized agents or employees, to perform random or scheduled monitoring, reviews and evaluations of the services which are the subject of this Contract, conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function and requirements of the SFWIB including but not limited to monitoring both fiscal and programmatic compliance with all the terms and conditions of this Contract.

The SFWIB shall communicate the monitoring results and findings to the Contractor through an official written report and may require corrective action by the Contractor. The Contractor shall rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time, the SFWIB may suspend payments or immediately terminate this Contract, in the sole discretion of the SFWIB.

E. FILE MAINTENANCE

1. Case File

The Contractor shall maintain a separate individual case file for each participant served in accordance with the policies and procedures established by the SFWIB for participants enrolled in any of the SFWIB-funded programs. This file shall include all required documents as set forth in the SFWIB's procedures. These files shall be subject to the Audit, Inspection and Access to Records requirements under Article III-Section H of this Contract. All case files shall be electronic only, hard copy files will not be accepted.

2. Electronic

The Contractor shall update each electronic participant file in the applicable MIS to reflect the most current activity. Each entry must be supported by scanned copies of the appropriate documentation to

support the entry. Failure to update the electronic case file timely, accurately and with information based upon actual activity, may result in corrective action, withholding of payment, termination of this Contract and de-obligation for non-performance.

3. Error Rate

Although the Contractor shall submit the case file to the SFWIB electronically only, the Contractor shall maintain a hard copy for prior years' case files and electronic copy (all new case files) of each participant case file and maintain, at all times, a file maintenance error rate of not more than three percent (3%).

Error Rate is defined as the percentage of findings from the quality assurance review of sampled programmatic participant files, utilizing the Supervisory Quality Assurance Case Reviews tool that can be accessed through the link provided below:

<http://sharepoint.careersourcesfl.com/sites/web/Shared%20Documents/Forms/AllItems.aspx?RootFolder=%2fsites%2fweb%2fShared%20Documents%2fContract%20Documents&FolderCTID=%2f7b8A472CAA%2dE65A%2d4E10%2d9209%2d566E1C03E6BB%7d>

Failure to strictly comply with this provision shall result in financial consequences as set forth in Exhibit AA, Article IV-Operational Requirements, Section C-Quality Assurance, Item B-7.

4. Medical Records & Disability-Related Information

The Contractor shall keep all medical records and disability-related information, which are part of the eligibility determination or case management process, in a separate file and in a designated, properly secured, area. The Contractor shall keep new records in electronic format only and in a secure medical records folder. The Contractor shall limit access to medical records and disability-related information to persons authorized by the Contractor. The Contractor shall immediately shred (hard copy) or delete (electronic) sensitive documents, which do not become a part of the participant's permanent file, to ensure absolute confidentiality. The Contractor shall be liable, for any and all related costs, if access to medical records is provided and any federal, state, and/or local laws are breached.

5. Domestic Violence Records

The Contractor shall keep all participant records related to domestic violence, which are part of the eligibility determination or case management process, in a separate file and in a designated, properly secured area. The Contractor shall keep new records in electronic format only and in a secure legal records folder. The Contractor shall limit access to domestic violence records to persons authorized by the Contractor when it is necessary to perform the services. The Contractor shall immediately shred (hard copy) or delete (electronic) sensitive documents, which do not become a part of the participant's permanent file to ensure absolute confidentiality. The Contractor shall: (a) comply with any federal, state, and/or local laws pertaining to victims of domestic violence, including those related to confidentiality; and (b) be liable, for any and all related costs for noncompliance, or if access to domestic violence records is provided and any federal, state, and/or local laws are breached.

6. Background Screening Records

The Contractor shall keep all background screening records, which are part of the case management process, in a separate file and in a designated, properly secured area. The Contractor shall take necessary safeguards to keep the background screening records of participants in a secure, access controlled area to ensure that the records are accessible only to those authorized to examine such records. The Contractor shall keep new records in electronic format only and in a secure legal records folder. The Contractor shall limit access to background screening records to persons authorized by the Contractor. The Contractor shall immediately shred (hard copy) or delete (electronic) sensitive documents, which do not become a part of the participant's permanent file to ensure absolute confidentiality. The Contractor shall be liable, for any and all related costs, if access to background screening records is provided and any federal, state, and/or local laws are breached.

F. FILE OWNERSHIP

The Contractor understands and agrees that the case files that the Contractor maintains for programs funded by this Contract are the SFWIB's property and are maintained by the Contractor for the SFWIB's benefit. Therefore, the Contractor shall not dispose of any case files without the prior written consent of the SFWIB. In the event of the termination or expiration of this Contract, the Contractor shall immediately transmit all records to the SFWIB upon the request of the SFWIB.

G. FLORIDA PUBLIC RECORDS LAW

1. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119, Florida Statutes, made or received by the Contractor in connection with this Contract, except that public records which are made confidential or exempt from public record disclosure by law must be protected from disclosure and include, but is not limited to criminal history information derived from the U.S. Department of Justice. The Contractor's failure to allow such public access shall result in the immediate termination of this Contract or any renewal. The Contractor shall maintain public records stored in electronic record keeping systems in accordance with chapter 119, Florida Statutes, and Rule 1B-26.003 of the Florida Administrative Code.
2. Pursuant to section 119.0701, Florida Statutes, the Contractor shall:
 - a) Keep and maintain public records required by the SFWIB to perform the services;
 - b) Upon request from the SFWIB's custodian of public records, provide the SFWIB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the SFWIB; and
 - d) Meet all requirements for retaining public records and transfer to the SFWIB, at no cost to the SFWIB, all public records created, received, maintained and or directly related to the performance of this Contract that are in possession of the Contractor upon termination of this Contract. Upon termination of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the SFWIB, upon request from the SFWIB's custodian of public records, in a format that is compatible with the SFWIB's information technology systems.
3. For purposes of this Section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of the SFWIB's official business.
4. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Via e-mail: recordsrequest@careersourcesfl.com
Office of the Executive Director. Telephone: 305-929-1500
South Florida Workforce Investment Board
The Landing at MIA
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234

In the event the Contractor does not comply with the public records disclosure requirement set forth in section 119.0701, Florida Statutes and this Section G of this Contract, the SFWIB shall avail itself of the remedies set forth in Article II, Sections E – Termination, F – Breach of Contract and G – Breach of Contract: SFWIB Remedies of this Contract.

A Contractor who fails to provide the public records as required by law, within a reasonable time, may also be subject to penalties under section 119.10, Florida Statutes.

H. AUDIT, INSPECTION AND ACCESS TO RECORDS

The Contractor shall permit the SFWIB or the SFWIB's designees, the state of Florida and the federal government or any other duly authorized agent of a governmental agency ("Monitoring Agency") to audit, inspect, examine, excerpt, copy or transcribe the Contractor's client records, financial records, supporting documents, statistical records, personnel records, records of all disseminations of criminal history information, and any other documents (including storage media) pertinent to this Contract during the term of this Contract and for a period of five (5) years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof, or to evaluate the Contractor's performance hereunder. The Contractor shall also permit any or all these aforesaid entities to monitor all activities conducted by the Contractor pursuant to the terms of this Contract. The Monitoring Agency may, in its sole discretion, deem necessary or appropriate such monitoring which may consist of internal evaluation procedures, examination of program data, evaluation of participant files, special analyses, on-site reviews or any other procedure.

The Contractor shall provide full and unrestricted access to any and all records for services paid for under this Contract to the SFWIB, the state of Florida, or the U.S. Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives.

I. RECORDS RETENTION

Five (5) Year Requirement: The Contractor shall keep all records, accounts, and documents related to the operation and performance of this Contract or any modification hereto for five (5) years following the expiration or termination of this Contract. However, if any audit, claim, litigation, negotiation or other action involving this Contract or modification hereto has commenced before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The Contractor shall cooperate with the SFWIB to facilitate the duplication and transfer of any of said records or documents during the required retention period. The Contractor shall advise the SFWIB of the location of all records pertaining to this Contract upon the request of the SFWIB and shall notify the SFWIB by certified mail within ten (10) days of moving said records if and when the records are moved to a new location.

The Contractor and any subcontractor shall maintain documentation of expenditures incurred under this Contract for a period of five (5) years from the date of submission of the final reimbursement request for that grant year or until the resolution of any audit findings or any litigation related to the Contract, whichever occurs last.

J. CONFIDENTIALITY OF RECORDS

1. Pursuant to applicable state or federal law, the Contractor shall maintain the confidentiality of any information regarding program participants that identifies or may be used to identify program

participants and which may be obtained through proposal forms, interviews, tests, reports from public agencies or counselors, or any other source. The Contractor shall not divulge such information, including but not limited to social security numbers, demographic data (race/ethnicity, sex, age, and disability status), employment services records, supplemental nutrition assistance program records, job corps records, migrant and seasonal farm worker records, North American Free Trade Agreement-Transitional Adjustment records, Trade Adjustment Assistance under Trade Act of 1974 records, Worker adjustment and Retraining Notification Act records, Welfare Transition Program/TANF records, displaced homemaker records, Labor Market Information individual identifiable data, school readiness records, medical records and disability related information, unemployment compensation records, background screening records, WIOA records as specified in the applicable federal law and implementing procedures, etc. without the written permission of the participant, or participant's custodial parent or guardian when authorized by law, if applicable, except that such information which is necessary, as determined by the SFWIB, for purposes related to the performance or evaluation of the Contract may be divulged to the SFWIB or such other persons as the SFWIB may designate who have responsibilities for monitoring or evaluating the services and performances under the Contract, or to governmental authorities to the extent necessary for the proper administration of the law and the provision of services. All releases of information shall be in accordance with applicable federal and state laws as well as the policies and procedures of the SFWIB. The Contractor shall abide by all applicable federal, state, and local laws and regulations regarding confidential information, including personally identifiable information (PII) from educational records, as identified in, but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR 361.38. The Contractor shall provide, prior to the execution of this Contract, a completed Confidentiality Agreement, Attachment 2.

Additionally, when working with education agencies, the Florida Department of Juvenile Justice, the Florida Department of Corrections, the Florida Division of Vocational Rehabilitation, and other partners in implementing workforce programs administered by the SFWIB, the Contractor shall follow confidentiality requirements for each such program including, but not limited to:

- o The Privacy Act: 5 USC 552a;
- o Social Security numbers: 19.0721 Florida Statutes and 5 USCA 552a;
- o Medical documents: 29 CFR 37.37; 29 CFR 1630.14; 381.004(3)(e) and (6)(c) Florida Statutes;
- o Employment and Related Services for Persons with Disabilities: Florida Statute 413;
- o Confidentiality requirements governing the protection and use of personal information held by the Vocational Rehabilitation agency (34 CFR 361.38); and
- o Student records: Federal Educational Rights and Privacy Act (FERPA), 20 USC 1232g and 1232h; 34 CFR Part 99.

2. **Confidentiality Forms.** The Contractor, in the course of receiving and utilizing confidential workforce program information for the purpose of performing Contractor's duties under this Contract, shall ensure that all staff, security officers, contractors, subcontractors, and any subsequent subcontractors and their employees complete the following certification and acknowledgement forms prior to permitting those individuals to perform any work under or relating to this Contract:

- a. The Individual Non-Disclosure and Confidentiality Certification Form, Attachment 3, attached hereto and incorporated by reference as if fully set forth herein.
- b. The Confidentiality Acknowledgement Form, Attachment 4, attached hereto and incorporated by reference as if fully set forth herein (applicable for staff with access to confidential Reemployment Assistance (RA) information).

All completed forms shall be retained as required herein in accordance with Article III-Section 1, Records Retention of this Contract. The Contractor shall maintain the completed confidentiality forms in each employee's personnel file and forward copies to the SFWIB's IT Department upon requesting access to State and/or Local System(s).

3. The Background Screening record information derived from the U.S. Department of Justice shall not be

disseminated outside the Contractor's entity or used for a purpose other than that specified in the statute authorizing the request, section 943.0542, Florida Statutes.

K. VIOLATION OF THE PRIVACY ACT

Funds awarded under this Contract cannot be used in contravention of the 5 USC 552a or regulations implementing that section.

L. INFORMATION SECURITY OBLIGATIONS

The Contractor shall abide by the SFWIB's Information Technology Security Policies and Procedures.

- The Contractor (including its officers, employees, subcontractors, agents, partners, principals, servants, representatives or any other individuals to whom Contractor exposes or authorizes to access confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to store information. The Contractor shall not electronically transmit, or allow to be transmitted, any personal or confidential information. Failure to strictly comply with this provision shall constitute a breach of this Contract.
- The Contractor shall not engage any third-party vendor, company or agent to modify, troubleshoot or otherwise alter the configuration of network devices, workstations, printers and/or any other device or hardware attached to the SFWIB's network and agrees that no other devices, servers, workstations, tablets, wireless devices, etc., other than those installed by the SFWIB's IT Unit or SFWIB's authorized agent, will be connected to the SFWIB's network.
- During the term of this Contract, the Contractor must obtain signed confidentiality access agreements, which are required by the SFWIB and/or the DEO for systems access privileges, for any individual including, but not limited to all of the Contractor's officers, employees, subcontractors, agents, partners, principals, servants, representatives and security officers, prior to their access to electronic data systems.
- The Contractor shall ensure that the Contractor's staff who has access to client information through the Employ Miami-Dade ("EMD")/Employ Monroe ("BM"), the One-Stop Service Tracking ("OSST") system(s) and/or any other information systems as required, complete the Information Security and Awareness Training annually.
- The Contractor shall make every effort to protect and avoid the unauthorized release of any personal or confidential information, as set forth in Article III-Section J, Confidentiality of Records.
- The Contractor shall notify the SFWIB in writing of any disclosure of the SFWIB's and/or the state of Florida's confidential information or data by the Contractor, its officers, employees, subcontractors, agents, partners, principals, representatives, or any other individuals to whom Contractor exposes or authorizes to access confidential information obtained under this Contract, which is not in compliance with the terms of the Contract (of which it becomes aware).
- The Contractor shall also report to the SFWIB any Security Incidents of which it becomes aware, including those incidents reported to the Contractor by its officers, employees, subcontractors, agents, partners, principals, servants, representatives. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of the SFWIB's or DEO's information in the Contractor's possession or electronic interference with the SFWIB's operations; however, random attempts at access shall not be considered a security incident.
- The Contractor shall notify the SFWIB's Help Desk, not later than 24 hours following the determination of any breach or potential breach of personal and confidential data, as required by the

SFWIB's Information Technology Security Policies and Procedures, which shall be made available upon request from the SFWIB's Help Desk.

- In the event of a breach of security concerning confidential personal information involved with this Contract, the Contractor shall comply with section 501.171, Florida Statutes, as applicable. When notification to affected persons is required under this section of the statute, the Contractor shall provide such notification, using the SFWIB's approved format, not later than seven (7) calendar days following the determination of any potential breach of personal or confidential data.
- For purposes of this Contract, "security breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Contractor is not a security breach, provided the information is not used for a purpose unrelated to the Contractor's obligations under this Contract or is not subject to further unauthorized use.
- The Contractor shall be wholly liable for security breaches and personal identity theft committed by its officers, employees, subcontractors, agents, partners, principals, servants, representatives or any other individuals to whom the Contractor exposes or authorizes to access confidential information obtained under this Contract, including; but not limited to, volunteers and DEO employees. The Contractor shall be liable for: (1) direct payment and/or reimbursement of all costs incurred for notifying and providing identity theft protection services to customers who may be victims of the security breaches and personal identity theft; (2) resolving any and all claims related thereto; and (3) all other costs and damages resulting from security breaches or personal identity theft.
- The Contractor shall notify the SFWIB's Regional Security Officer(s) at the time of termination or transferring of an employee. Notification requesting system access removal must be submitted via email within 24 hours of termination to the Helpdesk at helpdesk@careersourcesfl.com with the appropriate system form, as follows:
 - EMD/EM/QSST - DEO Information Systems Security Agreement/Confidentiality Form.
 - Workforce Management System ("WFMS")/Initial Assessment Application ("IAA") -- CareerSource South Florida's ("CSSF's") Application Development Unit Security Access Form.
 - Florida -- Florida Department of Children & Families' ("DCF's") System Access Authorization Request Form.
- For employees with access to the Connect and/or SunTax systems; The Contractor shall notify the Regional Security Officer at the time of termination or transferring of an employee. Notification requesting system access removal must be submitted via email to the Regional DEO Manager with the applicable system form(s) within 24 hours of termination, as follows:
 - DEO CONNECT Form ISU-38
 - DEO Form ISU-30
- If the employee has security access to multiple systems, the Contractor shall submit all corresponding forms.
- For employees that only have a CSSF network account and/or VPN account, only an email requesting disabling of the account(s) is required at the time of termination. The email must be sent to the CSSF Helpdesk at helpdesk@careersourcesfl.com no later than 24 hours of termination.

Failure to comply with this Section L, Information Security Obligations, shall constitute a breach of this Contract.

M. PELL GRANT AND OTHER FINANCIAL AID

The Contractor shall first access PELL and other federal, state and local financial assistance prior to committing or obligating Individual Training Account ("ITA")/scholarship funds to support the training costs of an individual. Scholarship funds shall be used only to the extent other sources of funds necessary to pay for the cost of the training or tuition is not available. For training institutions or training programs that are non-PELL eligible, documentation shall be kept in the participant's case file that specifies that the training institution or program is non-PELL eligible.

The Contractor which issues ITA/scholarships shall assist all of the SFWIB's program participants in applying for financial aid, including, but not limited to, the PELL Grant or for any other federal, state, or local grant, scholarship or entitlement funds. This shall be evidenced by a completed copy of the Free Application for Federal Student Aid and a Student Aid Report from the Department of Education in each program participant's case file.

N. STAFFING REQUIREMENTS

The Contractor shall maintain an organizational structure and adequate programmatic, administrative, and support staff sufficient to fulfill the Contractor's contractual obligations hereunder. The Contractor shall submit **Staffing Roster/New Hire/Termination Reports** in accordance with **Exhibit E, Reporting Requirements**, attached hereto and incorporated by reference as if fully set forth herein.

O. TRAINING OF STAFF

1. The Contractor shall ensure that employees responsible for program compliance receive appropriate grant administrative and program compliance training in:
 - Required Participant File Contents (In accordance with the SFWIB's Policies and Procedures)
 - Required training in serving Limited English Proficiency (LEP) customers (In accordance with the SFWIB's Policies and Procedures)
 - Required credentialing and skills standards (In accordance with the SFWIB's Policies and Procedures)
 - Pass-through Entity Responsibilities 2 CFR Chapter II, Subpart D § 200.331
 - Contracts Management/Administration (45 CFR 74.21)
2. The Contractor shall ensure that all employees receive appropriate training regarding **Emergency Preparedness**, including, but not be limited to:
 - Building fire; forest fire; hazardous material; flood; hurricane; tornado; earthquake; communications failure; civil disturbance; explosion; bomb threat; technological emergencies; workplace violence; terrorism and workplace injury/accident.

P. GRIEVANCE PROCEDURES

The Contractor shall comply with all of the SFWIB's applicable Grievance and Complaint Procedures and as required by state and federal law.

The SFWIB's Grievance and Complaint Procedures can be accessed through the link provided below:

http://www.careersourcesfl.com/GrievanceProcedures/CSSF_GrievanceProcedures_English.pdf

Q. LIMITED ENGLISH PROFICIENCY (LEP)

When a significant number or proportion of the population eligible to be served under this Contract needs services or information in a language other than English to be effectively informed or to participate in the services provided under this Contract, the Contractor shall provide a Certified Interpreter and take steps, considering the size of the program and the size and concentration of such population, to make available to such persons any written and audio-visual material, in the appropriate languages, and in alternate formats for individuals with a disability, distributed to the public relating to the services provided pursuant to this Contract.

The Contractor shall conduct an annual two-week assessment beginning on **April 1, 2022** and ending on **April 15, 2022**, of the languages spoken by LEP customers, as required by the SFWIB's Policies and Procedures. The results of the survey shall be tabulated and submitted to the SFWIB's Program Administrator not later than **April 19, 2022** as set forth in **Exhibit E, Reporting Requirements**, attached hereto and incorporated by reference as if fully set forth herein.

R. ABUSE, NEGLECT, AND EXPLOITATION INCIDENT REPORTING

The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE) or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004, or via TDD (800) 453-5145 as required by chapters 39 and 415, Florida Statutes, this provision is binding upon both the Contractor and Contractor's employees. Failure to comply with this **Section R, Abuse, Neglect and Exploitation Incident Reporting**, shall constitute a breach of this Contract.

S. PUBLIC ANNOUNCEMENTS AND ADVERTISING

The Contractor shall not produce, publish for public consumption or distribute any publicity or information about Contractor's programs or program participants without prior review and written approval by the SFWIB. All radio and television advertisements, paid and unpaid, public service announcements, social media, or general newspaper articles shall be coordinated through, and pre-approved by, the SFWIB, and shall state that the program is funded through the SFWIB. The Contractor that receives funds from the SFWIB, regardless of the name under which the program is operated, must state that the program is funded by the SFWIB in all public communication media.

The Contractor shall prominently incorporate the name and the official logo of the SFWIB when developing collateral materials or publicity, such as radio, print or television coverage, any form of media press releases, advertising or any informational materials concerning the Contractor's program. Collateral materials such as letterhead, business cards, envelopes, informational pamphlets and brochures, flyers, posters, and other such items, shall be in compliance with the SFWIB's policies and procedures, that ensure compliance with, but are not limited to, CareerSource Florida, Inc.'s Florida Workforce System Statewide Brand Strategic Policy, and pre-approval requirements.

In accordance with Public Law 101-166, section 511, Steven's Amendment; as renewed in the Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat. 348, div. H, Title V, section 505 and Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, and Continuing Appropriations Act, 2019, Pub. L. No. 115-245, div. B, tit. V, section 505, 132 Stat. 2981 (Sept. 28, 2018), when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project or programs funded, in whole or in part with federal money, the Contractor shall clearly state: (1) the percentage of the total cost 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 non-governmental sources.

The Contractor shall incorporate the "American Job Center" or "a proud partner of the American Job Center network" on all primary electronic resources, including websites, used by the one-stop delivery system (20 CFR § 662.100), and on any newly printed, purchased, or created materials pursuant to 20 CFR 678.900a). Each one-stop delivery system must include "a proud partner of the American Job Center network" identifier on all:

1. Primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials;
2. Products, programs, activities, services, facilities, and related property and new materials used in the one-stop delivery system.

The logo for "a proud partner of the American Job Center network" is available at www.dol.gov/ajc.

END OF ARTICLE III

ARTICLE IV

FISCAL MANAGEMENT

A. INTERNAL CONTROLS AND ACCOUNTING RECORDS

The Contractor shall maintain the Contractor's books and records in accordance with Generally Accepted Accounting Principles; "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States; the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission; and to institute fiscal controls to account for all monies received from the SFWIB and spent to perform the Contractor's obligations under this Contract.

The Contractor shall maintain records, books, and documents, including electronic storage media and electronic records that identify the SFWIB's funds and which contain information pertaining to authorized expenditures, obligations, de-obligated balances, assets, liabilities, outlays, or expenditures and income.

The Contractor shall ensure that accounting records reflect the separation of all programs/activities it administers, or for which it receives funding and that a clear audit trail exists showing the benefit received from each expenditure as it relates to the applicable program/activity.

B. PROGRAM INCOME

1. Program Income Shall Be Forthwith Remitted to the SFWIB.

The Contractor shall report and remit Program Income as defined in Exhibit F, Definitions, attached hereto and incorporated by reference herein, realized in operating a program under this Contract, or any modification hereto, and to the SFWIB at the end of each quarter during which the income was realized.

The Contractor shall ensure that the audit performed in accordance with Article I, Section F-5 shall contain a schedule detailing program income realized under this Contract.

2. Contractor's Use of Program Income.

WIOA regulations require that Program Income be added to the total Contract award and used to provide the same services as stated in the original Contract. If Program Income is added to the Contractor's budget in accordance with the modification provisions under this Contract, that income must comply with the terms and conditions governing all funds awarded under this Contract.

The Contractor must remit program income, for non-WIOA funds, in excess of one hundred dollars (\$100.00) to the SFWIB not later than thirty (30) days after the end of the quarter.

C. RETURN OF FUNDS

The Contractor shall return to the SFWIB any overpayments due to unearned funds, earned funds that exceeded actual expenditures or funds disallowed that were disbursed to the Contractor by the SFWIB and any interest attributable to such funds pursuant to the terms and conditions of this Contract. If the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the SFWIB. If the SFWIB first discovers any overpayment has been made, the SFWIB's Executive Director will notify the Contractor in writing of such findings. If the Contractor fails to repay the SFWIB for the overpayment within thirty (30) calendar days following either the Contractor's discovery of or the SFWIB's notification of the overpayment, the Contractor shall also pay SFWIB interest at the lawful rate of interest on the outstanding balance after the earlier of SFWIB's notification or Contractor's discovery. The SFWIB shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the SFWIB from the Contractor under this or any other contract or agreement.

D. DEOBLIGATION FOR NON-PERFORMANCE

The SFWIB, in its sole discretion, may adjust the Contract award amount through a decrease, up to and including the total amount of funds awarded to the Contractor, when and if the SFWIB determines that the Contractor's total program costs will not be expended in accordance with the amount of funds awarded.

E. VOLUNTARY DEOBLIGATION

The Contractor may request a decrease of the total amount of funds awarded when it has been determined by the Contractor that funds may not be expended during the period of performance as set forth under this Contract. If requesting a decrease, the Contractor must submit a written request to the SFWIB's Executive Director specifying the amount and the reason for the decrease. Approval of a decrease shall be in the sole discretion of the SFWIB.

F. BUDGET SUMMARY

The SFWIB shall pay the Contractor in accordance with **Exhibit D, Payment Provisions** only for funds earned under this Contract as set forth therein.

The Contractor agrees that **Exhibit H, Budgets for Administrative Costs and Program Costs**, attached hereto and incorporated herein, validates that the Contractor's projected costs are reasonable, allowable, allocable and are in accordance with cost principles set forth in 2 CFR Part 200, Subpart E.

The Contractor shall incur costs and expend funds earned under this Contract in accordance with **Exhibit H, Budgets for Administrative Costs and Program Costs**. The Contractor acknowledges and understands that the SFWIB's approval of its budget, the Contractor's execution of this Contract and receipt of funds for workforce services, does not render the SFWIB liable for payment or reimbursement of costs incurred by the Contractor for budgeted line items under this Contract.

The Contractor shall ensure that the budget(s) for administrative costs does not, under any circumstances, exceed ten percent (10%) across the SFWIB's funding streams, or the Indirect Cost Rate, whichever is less.

The Contractor may shift funds within the Contractor's program line item budget. Notwithstanding the above, if the Contractor wishes to shift funds greater than: (1) fifteen percent (15%) in any budgeted position's salary; or (2) fifteen percent (15%), but not less than \$950.00, in any line item, the Contractor shall obtain SFWIB's Executive Director's prior written approval.

The SFWIB's approval of **Exhibit H, Budgets for Administrative Costs and Program Costs** is given based on limited facts presented as justification for the proposed expenditure and prior to the actual expenditure. As such, if actual expenditures are not in accordance with the facts presented for the proposed expenditure or federal requirements, the SFWIB may question or disallow the expenditure, notwithstanding the prior approval of the same.

The Contractor's authorized representative shall approve all budget modifications in writing and then shall forward the budget modification to the SFWIB's Contract Manager for processing and approval. The assigned Contract Manager shall be set forth in the letter awarding funds for this Contract, incorporated by reference herein. Budget modifications approved by both the Contractor and the SFWIB shall replace **Exhibit H** as **Exhibit H-1**, a copy of which shall be attached hereto and incorporated by reference as if fully set forth herein.

Any expenditure made and/or incurred prior to the SFWIB's written approval of a written budget modification request may be disallowed in the sole discretion of the SFWIB.

The Contractor shall amend the budget, if applicable, at the end of the second (2nd) program year quarter, not later than December 31, and a final fourth (4th) quarter modification shall be allowed and submitted, not later than June 15. In the event that the Contractor's contract is not renewed for another term, the Contractor may submit a final modification within ten (10) business days after being notified of the non-renewal.

Staffing changes (including, but not limited to adding names of staff filling vacant positions) shall be incorporated in the budget not later than the next available modification period set forth herein.

Final line-item adjustment(s) shall be allowed as set forth in Article IV-Section O, Financial Closeout.

G. CONTRACTOR'S COST ALLOCATION PLAN AND INDIRECT COST RATE

1. **Indirect Cost Rate:** The publication of Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," released on December 26, 2013, requires that every sub-award of federal funds from pass-through entities (i.e. the SFWIB) to the sub-recipient must include, among other elements, an Indirect Cost Rate.

In conformity with Title 2 CFR Part 200, the Contractor shall submit one of the following to the SFWIB along with the program budget (as described in Article IV, F):

- A. If the Contractor does not have an approved Indirect Cost Rate:

- o The Contractor shall develop and submit to the SFWIB's Finance Unit an initial indirect cost rate proposal. Detailed guidelines for preparing an Indirect Cost Rate proposal are contained in CareerSource Florida Administrative Policy Number 86. Additional information can be found at:

[http://www.floridajobs.org/docs/default-source/lwdb-resources/lwdb-grants-management/guidance-papers/2018-guidance-papers/lwdb-indirect-cost-admin-policy_\(20180701\).pdf?sfvrsn=2](http://www.floridajobs.org/docs/default-source/lwdb-resources/lwdb-grants-management/guidance-papers/2018-guidance-papers/lwdb-indirect-cost-admin-policy_(20180701).pdf?sfvrsn=2)

- B. If the Contractor has an approved Indirect Cost Rate from a federal agency or pass-thru entity, the Contractor shall submit a copy of the Indirect Cost Rate approval letter from said agency or pass-thru entity to the SFWIB.

Please note, an Indirect Cost Rate Proposal is mandated only if the Contractor includes indirect costs in the Exhibit H-Budget for Administrative Costs and Program Costs. However, if indirect costs are not included, a proposal is not required.

2. **Cost Allocation Plan:** The Contractor's operating expenditures shall be cost allocated across all applicable funding streams.

The Contractor shall submit a detailed Cost Allocation Plan ("CAP"), or cost policy statement as appropriate to the SFWIB in accordance with the guidance that can be accessed through the link provided below.

[http://www.floridajobs.org/docs/default-source/lwdb-resources/lwdb-grants-management/guidance-papers/2018-guidance-papers/lwdb-indirect-cost-admin-policy_\(20180701\).pdf?sfvrsn=2](http://www.floridajobs.org/docs/default-source/lwdb-resources/lwdb-grants-management/guidance-papers/2018-guidance-papers/lwdb-indirect-cost-admin-policy_(20180701).pdf?sfvrsn=2)

The CAP is a document that specifies the allocation methods used for distributing all costs of an organization. A plan for allocating shared costs is required to support the distribution of those costs to grant and non-grant programs. All of the Contractor's costs must be included in the plan. Official accounting records must support all costs. An agency-wide budget should be presented that depicts all shared cost. The Contractor shall submit the Cost Allocation Plan to the SFWIB within the lesser of 30 days of Contract execution or along with the program budget.

A CAP is not required if the Contractor's award amount(s) is specific to a single program and from a funding stream where there will be no shared costs. If the Contractor elects the de minimis rate (10% indirect costs as indicated in Administrative Policy Number 86) a CAP is not required, but a cost policy statement would be required.

The cost policy statement that is required as part of the indirect cost rate proposal and the CAP may be incorporated into one document.

Federal funds awarded under this Contract may not be used to meet the matching or cost-sharing requirements of other Federal grant programs unless expressly authorized by federal law.

3. **Approval of Indirect Cost Rate:** The SFWIB will negotiate with the Contractor and approve the indirect cost rate. Indirect costs can only be charged to an award based on an approved indirect cost rate. However, the approval of indirect costs by the SFWIB is not intended to identify the circumstances or dictate the extent of federal participation in the financing of particular awards.

The results of the indirect cost rate negotiation will be formalized in a written agreement between the SFWIB and the Contractor.

The Contractor shall maintain appropriate supporting documentation for the Contractor's cost allocation and Indirect Cost Rate calculations in accordance with the records retention requirements set forth in Article III-Section H, Audit, Inspection and Access to Records and Article III-Section I, Records Retention. Failure to maintain the appropriate documentation and to follow the submitted and approved plan may result in cost disallowances by the SFWIB.

Failure to comply with this Section G may be considered a breach of this contract and can lead to disallowance of indirect/administrative costs and/or other remedies for non-compliance as specified in Article II-Section G, Breach of Contract: SFWIB Remedies.

H. MONTHLY INVOICING

1. **Performance Payment Invoice (Exhibit J).** Upon performing Automated Performance Invoicing Process ("APIP") system verifications, the SFWIB's staff generates the Performance Payment Invoice, Exhibit J the following month in which the services were provided. The Contractor shall review and submit the Performance Payment Invoice, Exhibit J along with the request for payment as described below.
2. **Requests for Payment.** The SFWIB shall pay all allowable costs or services incurred by the Contractor in accordance with the terms of the Payment Provisions (Exhibit D), which are allowable under 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Contract and applicable SFWIB policies and procedures, as may be amended from time to time.
3. To receive payment, the Contractor shall submit monthly an original invoice package which shall include an original signed Contract Invoice (Exhibit I), an original signed Performance Payment Invoice (Exhibit J), a Balanced Scorecard Report - Employment Summary and a Year-to-Date General Ledger, and as applicable, "Adjustments for Previously Paid Placements" form and "Placement Change Requests" form, all of which are attached hereto and incorporated herein.

The Contractor must submit the original invoice package not later than two (2) business days after receipt of the electronic notification from the SFWIB of the final Performance Payment Invoice, Exhibit J. Upon satisfactory submission, review and approval of the complete invoice package with the required supporting documentation, the SFWIB shall pay the Contractor via Electronic Fund Transfer; the sole judge of the satisfaction of the submission will be the SFWIB. The Contractor shall complete an Authorization Agreement for payments via Direct Deposits (ACH Credits) which may be requested from the SFWIB's finance unit.

Failure to submit original signed invoices, Balanced Scorecard Report - Employment Summary, Year-to-Date General Ledger, and any applicable "Adjustments for Previously Paid Placements" or "Placement Change Requests" forms, in manner deemed correct and acceptable by the SFWIB and by the due date (not later than two (2) business days after the SFWIB's notification), shall be considered a breach of this Contract.

The Contractor shall maintain originals of cancelled checks or a legal copy of the cancelled checks,

itemized invoices, receipts, payroll registers and any evidence of indebtedness as proof of expenditures. These documents shall be maintained by the Contractor in accordance with Article III, Section I- Records Retention and Article III, Section H, Audit, Inspection and Access to Records.

4. **Employment Verification Requirement.** A completed Employment Verification Form (Attachment 2 of Exhibit A) is required for all Direct Job Placement's ("DJP") employment/placement verifications along with any supporting documents as set forth in Exhibit AA, Program Design and Service Delivery. The Contractor shall submit an Employment Verification Form for each DJP listed on the Contractor's monthly invoice in the APIP system at the time of submission of said invoice in the APIP system. Employment Verifications shall be submitted electronically to the SFWIB's Wagner-Peyser Program Manager. The SFWIB shall make payment only for placements where an Employment Verification Form with the required supporting documentation has been received.
5. **Processing the Request for Payment.** The Parties agree that the processing of a payment request by the Contractor shall be completed by the SFWIB within fifteen (15) business days, or less, of receipt of submission of the request along with the complete required invoice package. Processing the payment request within fifteen (15) business days is contingent upon complete and satisfactory submissions of the required invoice package and supporting documentation, which have been approved by the SFWIB. The Contractor's shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the SFWIB.
6. **Cost Reimbursement.** The SFWIB, in its sole discretion, may approve payment to the Contractor for a specific month(s) on a cost reimbursement basis due to circumstances beyond the Contractor's control. For the purposes of this Contract, circumstances beyond the Contractor's control are defined as catastrophic events or other occurrences that prevent the Contractor from the normal operation of a career center in delivering workforce services for a period of no less than thirty (30) days. The Contractor must render services as set forth in Exhibit A, Statement of Work and Exhibit AA, Program Design and Service Delivery, and the costs must be allowable under the SFWIB's guidelines for the SFWIB to consider approval of cost reimbursement payment(s). If approved for cost reimbursement, as set forth herein, to receive payment for allowable costs the Contractor shall submit an original signed Contract Invoice (Exhibit I) along with both a year-to-date and general ledger and a specific month's payroll register. The Contract Invoice shall reflect only the expenses incurred and paid by the Contractor for the month that the services were rendered.

I. LATE INVOICING

Invoices submitted after the due date as specified in Section H- Monthly Invoicing above, shall automatically be charged as described below:

- Invoices submitted five (5) calendar days or less following the due date shall automatically be charged five percent (5%) of the amount invoiced;
- Invoices submitted more than five (5) calendar days following the due date shall automatically be charged an additional five percent (5%) of the amount invoiced.

A contractor experiencing problems accessing/submitted their invoice on time shall contact the Adult Programs Manager or Adult Programs Supervisor immediately. Failure to make contact with the program manager or program supervisor can result in a penalty being assessed.

J. PARTICIPANT COSTS

1. WIOA Adults, Dislocated Workers ("DW") and Rapid Response ("RR") programs:

- **Participant Training Costs:** the SFWIB shall provide the Contractor an initial allocation of training costs (ITA, On-the-Job Training ("OJT"), and Paid Work Experience ("PWE")), which shall be available through the use of the WFMS.

- **Participant Transportation and Support Services Costs:** the SFWIB shall provide the Contractor an initial allocation of transportation and support services costs, which shall be available through the use of the WFMS.
- The Contractor may request, in writing, that the SFWIB transfer funds among participant costs in the Adults, DW, and RR programs. The Contractor may submit a final request for transfer, not later than June 14.
- The Contractor may request, in writing, that the SFWIB transfer funds among the participant cost categories (ITA, OJT, PWE, transportation and support services). The Contractor may submit a final request for transfer, not later than June 14.
- The transfer of funds may be approved or denied in the SFWIB's sole discretion.
- Thirty percent (30%) of the total initial training costs allocation is allocated to OJT:
 - At a minimum the Contractor shall expend forty percent (40%) of the total training costs allocation on the combined expenditure for OJT and PWE/Transitional jobs.
 - The Contractor may only expend up to ten percent (10%) of the training costs allocation for PWE/Transitional Jobs.
- The Contractor shall ensure that the approved transfers are reflected in the next available budget modification following the schedule set forth in Article IV, Section F-Budget Summary.

2. **Trade Adjustment Act program:**

- **Participant Training Costs:** the Contractor shall receive an allocation of training costs (ITA only) when there is a participant that qualified under this program, which shall be available through the use of the WFMS. CareerSource designated staff must be informed in writing of a request for funds available.

3. **TANF Program:**

- **Participant Training Costs:** The Contractor shall receive an initial allocation of training costs (ITA only), which shall be available through the use of the WFMS.
- **Participant Transportation and Support Services Costs:** The Contractor shall receive an initial allocation of transportation and support services costs, which shall be available through the use of the WFMS.
- The Contractor may request, in writing, that the SFWIB transfer funds among the participant cost categories (training, transportation and support services). The Contractor may submit a final request for transfer, not later than June 14.
- The transfer of funds may be approved or denied in the SFWIB's sole discretion.
- The Contractor shall ensure that the approved transfers are reflected in the next available budget modification following the schedule set forth in Article IV, Section F-Budget Summary.

4. **Utilization of Funds**

- Total participant costs by funding stream are set forth in Article I, Section D-Total Payment. The Contractor shall receive written notification from the SFWIB with the breakdown among the cost categories: (1) Training funds (ITA, OJT, and PWE) (2) Transportation and (3) Support Services.

- The SFWIB shall make the participant costs available to the Contractor through the use of the WFMS.
- The Contractor shall issue vouchers for ITAs which will be paid directly to the Training Vendor by the SFWIB.
- The Contractor shall pay for participant costs directly, except for ITAs, and seek reimbursement under this Contract from the SFWIB. To seek reimbursement for participant costs incurred in PY21-22, the Contractor shall generate WFMS vouchers not later than June 29, 2022 at noon (12:00 p.m.).
- The Contractor shall effectively manage and spend the participant costs funds (Training, OJT, PWE, transportation and support services) allocated during this Contract period.
- The Contractor shall work with the Training Vendor and SFWIB to reconcile discrepant participant training related data. The Contractor shall verify the accuracy of the data entered by the Training Vendor in the participant training performance data into the Reconciliation Tool section of the WFMS. The Contractor shall ensure that all required fields are reconciled at least on a monthly basis.
- A WFMS Reconciliation Tool-generated Training Discrepancy Report will be available on the 11th of each month, at which time the Contractor shall review, update and correct all training and placement discrepant data indicated in the report on or before the 16th of each month.
- The Contractor shall monitor and reconcile all WFMS issued voucher payments, void those vouchers and close the programs where the participant has withdrawn from training.
- The Contractor shall be responsible for the under and over-utilization of the funds provided for participant costs.
- The SFWIB may monitor Contractor's utilization of these funds. The SFWIB may also de-obligate or re-obligate said funds, if the Contractor demonstrates an inability to effectively manage the funds allocated.
- The Contractor shall monitor the WFMS' allocations. The Contractor shall be solely responsible for any portion of the allocation that is over-utilized during the term of this Contract. The SFWIB shall not reimburse the Contractor for any costs incurred over the participant allocations in WFMS.

K. TRAINING SERVICES EXPENDITURE REQUIREMENT

The Contractor shall expend one hundred percent (100%) of the WIOA funds allocated for authorized ITA expenditures. Authorized ITA expenditures may only include tuition, books and fees of training vendors and other training services prescribed and authorized by the WIOA and the SFWIB.

Failure to comply with this requirement shall constitute a breach of this Contract and may result in financial consequences and/or non-consideration for future funding.

L. PROCUREMENT REQUIREMENTS

The Contractor shall adhere to the following procurement requirements when obtaining any and all goods and services including, but not limited to, training supplies, equipment, rental agreements, construction, maintenance, professional and consultant services, necessary to perform the services and obligations of the Contractor pursuant to this Contract.

1. Procurement actions, unless otherwise stated herein, with a cost per item of five-hundred dollars (\$500.00) or less shall be considered a small business purchase and shall not require any formal procurement, such as a request for proposal or request for qualifications. However, upon requesting quotes for goods and services, the Contractor shall keep a record of the entities contacted for the purpose

of securing any quotes and shall record the quotes received. The Contractor shall submit such documentation when seeking reimbursement for this expenditure and shall maintain a record of the procurement and the receipt and payment for the goods or services.

2. Except as otherwise stated herein, procurement actions with a cost per item that exceed five hundred dollars (\$500.00) shall be purchased by the SFWIB at the sole discretion of the SFWIB.
3. Procurement actions for office supplies, i.e. paper, pens, toner, etc., regardless of cost, shall be the sole responsibility of the Contractor.
4. Procurement actions for office furniture (i.e. desks, chairs, file cabinets, etc.), for computers, or for any software application to be installed on computers purchased by the SFWIB, regardless of cost, shall be purchased by the SFWIB at the sole discretion of the SFWIB.
5. Procurement actions to renovate, remodel, reconfigure, or modify the interior design or layout of a CareerSource center in which the SFWIB is not the lessee shall be approved, in writing by the SFWIB prior to the initiation of procurement by the Contractor. The Contractor shall not renovate, remodel, reconfigure, or modify the interior design or layout of a CareerSource center in which the SFWIB is the lessee.
6. The Contractor shall not enter into professional services agreements or subcontracts to render services described in Exhibit A, Statement of Work and Exhibit AA, Program Design and Service Delivery, without the prior written approval of the SFWIB.
7. Procurement actions shall be subject to federal, state and local laws related to nepotism, conflicts of interest and criminal and fraudulent activities.
8. The Contractor shall reimburse the SFWIB for any funds expended under this Contract when the Contractor does not or cannot produce the documents required to demonstrate, to the satisfaction of the SFWIB, that the procurement requirements of this section have been followed.
9. The timeframe for submission of procurement requests shall be established by the SFWIB and shall be communicated to the Contractor in the form of written instructions. The Contractor shall submit an original completed, signed and dated procurement request form to the SFWIB as specified in the written instructions. The Procurement Request Form and written instructions can be obtained by authorized users via the website at:

<http://sharepoint.careersourcesfl.com/sites/web/Shared%20Documents/Forms/AllItems.aspx?RootFolder=%2fsites%2fweb%2fShared%20Documents%2fContract%20Documents&FolderCTID=%2d7b8A472CAA%2dE65A%2d4E10%2d9209%2d566E1C03E6BB%7d>

The Contractor shall reimburse the SFWIB for any procurement action resulting from the Contractor's submission of a procurement request as set forth herein. Such reimbursement shall be deducted from any payments due to the Contractor.

M. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

The Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act (P.L. 113-128 S. 502) will be American-made.

N. INVENTORY

The SFWIB generates the capital inventory report and transmits to the Contractor along with written instructions specifying the due date for submission to the SFWIB. The Contractor shall reconcile the general inventory of all property and equipment purchased with the SFWIB's funds and shall submit a completed, signed and dated capital inventory report electronically to the SFWIB's Facilities Unit. Thereafter, the original capital inventory report shall be hand delivered or mailed to the SFWIB's Facilities Unit as set forth in the

written instructions.

Immediately upon discovery, the Contractor shall notify the SFWIB, in writing, of any property loss with the date and reason(s) for the loss.

The SFWIB shall conduct random and scheduled inventory reviews at the Contractor's location(s) throughout the program year. Upon request by the SFWIB, the Contractor shall reconcile the inventory. If discrepancies are discovered, and upon request by the SFWIB, the Contractor shall provide reimbursement to the SFWIB, based upon the SFWIB's depreciated value of the missing item(s).

The Contractor may utilize such property for another SFWIB-funded activity with the SFWIB's prior written approval. The Contractor may not sell, trade, transfer, dispose, or remove any property without the express written consent of the SFWIB.

Title (ownership) to all non-expendable property acquired with funds from this Contract shall be vested in the SFWIB and said property shall be transferred to the SFWIB upon completion or termination of this Contract, unless otherwise authorized in writing by the SFWIB.

- **Nonexpendable.** Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant. Non-expendable property includes, but not limited to, equipment and office furniture.

Title to supplies and other expendable property shall vest in the Contractor upon acquisition. If there is a residual inventory of unused supplies, exceeding \$5,000.00 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other SFWIB federally-sponsored project or program, the Contractor shall retain the supplies for use on non-federal sponsored activities or sell them, with prior written approval of the SFWIB, but shall, in either case, compensate the SFWIB for its share of the supplies' value, as determined by a depreciated value. The amount of compensation shall be computed in the same manner as for non-expendable property.

O. FINANCIAL CLOSEOUT

The Contractor shall comply with all provisions of the SFWIB's Financial Closeout Procedures, Exhibit G, attached hereto and incorporated by reference herein, upon the expiration or termination of this Contract. The Contractor shall complete and submit the Financial Closeout not later than thirty (30) calendar days after the expiration or termination of this Contract. If the Contractor fails to submit the required closeout package and adequate supporting documentation by the specified due date, all costs included in the Financial Closeout may be disallowed by the SFWIB in its sole discretion.

Final line-item budget adjustment(s), by funding stream and function (administrative and programmatic), not including staff incentives shall be allowed to be submitted with the Financial Closeout, only if the variance(s) does not exceed ten percent (10%) of the amount budgeted in the line item and the net effect of the changes, in the total funding is zero.

Pursuant to the terms of this Contract and in consideration of the total amounts earned and paid to the Contractor for performance, upon submission of the Financial Closeout Package, the Contractor hereby remises, releases, and discharges the SFWIB, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever related to, under or arising from this Contract.

The Contractor's submission of the Financial Closeout Package is a complete release and waiver of any and all liability, claims or causes of action that allegedly resulted from engagement of and/or performance under this Contract and acknowledges the SFWIB has fully performed and satisfied any and all of its obligations due under this Contract.

P. EXPENDITURE OF PUBLIC FUNDS FOR FOOD, BEVERAGE AND DINING ACTIVITY

The Contractor shall comply with section 445.007(10), Florida Statutes, and with any policy promulgated in accordance with section 445.007(10) by CareerSource Florida, Inc., and the SFWIB. The Contractor shall not purchase with state or federal funds any food, beverage or dining activity. This prohibition does not affect reimbursements for meals consistent with any SFWIB approved travel policy. State and federal funds may be used to provide food, beverage or dining activities for workforce youth programs (those programs defined as "youth programs" under state or federal law) provided that participants are not reimbursed in excess of the state per diem amounts for the specific meal, or if contracted for by the SFWIB, that such expenditures for all food and beverage per person per meal (including any associated costs such as, but not limited to, sales tax and service) shall not exceed those amounts stated in section 112.061 (6)(b), Florida Statutes.

Q. EXPENDITURE FOR TRAVEL EXPENSES

The Contractor shall comply with section 112.061, Florida Statutes, and with any policy promulgated in accordance with 112.061 by Workforce Florida, Inc., and the SFWIB. The statute and related policies contain specific guidelines with respect to authorization to incur travel expenditures, meals while on travel status, per diem allowances, allowed transportation expenditures, lodging, expense reimbursements and the use of travel advances. A copy of the State approved Travel Manual is available upon request and is posted on the DEO website at: www.floridajobs.org.

R. SALARY & BONUS LIMITATION

In compliance with Public Law 114-113, none of the funds appropriated in Public Law 114-113 or prior acts under the heading "Employment and Training" that are available for expenditures shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 114-113. The incurrence of costs and receipt of reimbursements for such costs under this Contract certifies that the Contractor has read and is in compliance with the above-noted special condition. This limitation shall not apply to vendors providing goods and services as defined in 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

As established by the Office of Personnel Management and set forth in the Salary Table, Rates of Pay for the Executive Schedule, which can be found at the link below, effective January 2020, Executive Level II salary is \$197,300.00, as:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2020/executive-senior-level>

The Contractor shall complete and submit on or before March 1, 2022, an Annual ETA Salary Cap Analysis -Certification Form, as set forth in Exhibit E, Reporting Requirements, to SFWIB certifying that the highest paid employees charged to this Contract are within the salary and bonus cap limit. The latest Certification Form can be obtained from the SFWIB's Finance Unit. Along with the Certification Form, copies of IRS W-2 forms and supporting documentation showing that employees are within the cap limit shall be submitted to the SFWIB. If an employee exceeds the ETA annual salary and bonus rate cap, the Contractor must issue a check in the name of the "South Florida Workforce Investment Board" for the amount of unallowable salary and bonus in excess of the cap limit along with supporting documentation indicating the ETA funding streams affected.

S. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The Contractor shall comply with 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 78 FR 78590-01 (Dec. 26, 2013), as supplemented by 2 CFR Part 2900 (December 19, 2014).

T. CONSTRUCTION AND RENOVATION OF FACILITIES USING FEDERAL FUNDS

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

U. ADMINISTRATIVE PROVISIONS UNDER TITLE I OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT ADMINISTRATIVE RULES, COSTS AND LIMITATIONS

The Contractor shall comply with the requirements of the Administrative Provisions under Title I of the WIOA Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

V. UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS

The Contractor shall comply with the Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (2 CFR §215).

Contracts for construction or facility improvements must require the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the contract or sub-contract exceeds \$100,000.00. (2 CFR §215.48).

END OF ARTICLE IV

ARTICLE V

ASSURANCES AND CERTIFICATIONS

A. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA")

The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requires that covered entities have and apply appropriate sanctions against members of their workforce who fail to comply with privacy policies and procedures of the entity or the requirements of 45 CFR § 164.530 (e) (1). Accordingly, it is the intention of the SFWIB to seek to ensure the confidentiality and integrity of consumer or employee Protected Health Information ("PHI") as required by law, professional ethics, and accreditation or licensure requirements.

Any person or entity that performs or assists the SFWIB with a function or activity involving the use or disclosure of Individually Identifiable Health Information ("IIHI") and/or PHI shall comply with HIPAA and the Miami-Dade County Privacy Standards Administrative Order ("AO") 10-11. HIPAA mandates privacy, security and electronic transfer standards which include but are not limited to:

1. Use of information only for performing services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent unauthorized disclosures;
3. Reporting to the SFWIB of any unauthorized use or disclosure;
4. Assurances that any agents and subcontractors of Contractor agree to the same restrictions and conditions that apply to the Contractor and provide reasonable assurances that IIHI/PHI will be held confidential;
5. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
6. Making PHI available to the SFWIB for an accounting of any authorized and unauthorized disclosures; and
7. Making all internal practices, books and records related to PHI available to the SFWIB for compliance audits.

PHI shall be maintained in its protected and confidential status regardless of the form or method of transmission (paper records, and/or electronic transfer of data). The Contractor shall give its customers written notice of its privacy information practices including, specifically, a description of the types of uses and disclosures that may be made with PHI.

Customer and employee PHI shall be regarded as confidential and may not be used or disclosed except to authorized persons for authorized purposes. Access to PHI shall only be permitted for direct customer care, approved administrative or supervisory functions or with approval of the appropriate Contractor staff designated as the Privacy Officer, Executive Director or Human Resource Director of the Contractor.

B. INCORPORATION OF COMPLIANCE WITH SPECIFIC APPROPRIATION 2006 OF THE 2011 GENERAL APPROPRIATIONS ACT PROVISO AND 2011 APPROPRIATIONS IMPLEMENTING BILL REQUIREMENTS BY REFERENCE

The requirements of "the Specific Appropriation 2006, and associated proviso, of the 2011 General Appropriation Act, section 445.007, Florida Statutes" set forth in Attachment 5 (CareerSource Florida State and Local Workforce Development Board Contracting Conflict of Interest Policy) (as modified in 2012 to comply with the Legislature's adoption of Chapter 2012-29, Laws of Florida) attached hereto are incorporated herein by reference and Contractor agrees to comply with the same. The Contractor shall provide a completed Disclosure and Certification of Conflict of Interest in a Contract, Attachment 9.

C. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

The Contractor shall comply with the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)). The full text of 2 CFR 175.15, Award Term, is provided as Attachment 6.

D. CERTIFICATION REGARDING LOBBYING - FLORIDA STATUTE

The Contractor shall comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of Contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

E. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. §1352)

Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification as described in this section. 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, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. The Contractor shall provide a completed Assurances and Certifications, Attachment 7, inclusive of the certification required in this section, or Exhibit L, Annual Certification, as applicable.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall provide a completed Assurances and Certifications, Attachment 7, inclusive of the certification required in this section, or Exhibit L, Annual Certification, as applicable.

G. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE

The Contractor shall comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 29 CFR part 94. The Contractor shall provide a completed Assurances and Certifications, Attachment 7, inclusive of the certification required in this section, or Exhibit L, Annual Certification, as applicable.

H. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

As a condition for the award of financial assistance from the Department of Labor under Title I of WIOA, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

1. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under title IV of the Education Amendments of 1972), national origin (including limited English Proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the bases of either citizenship status or participation in any WIOA Title I - financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination on the bases of race, color and national origin;

3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
4. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
5. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the bases of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities ("public entities") and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (c) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;
8. Executive Order ("EO") No. 11246, "Equal Employment Opportunity" as amended by EO No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
10. Chapter 11A of the Code, which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

The Contractor also assures that Contractor will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Contractor makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance. The Contractor shall provide a completed Assurances and Certifications, Attachment 7, including the assurances required by this section, or Exhibit L, Annual Certification, as applicable.

I. PUBLIC ENTITY CRIMES (SECTION 287.133, FLORIDA STATUTES)

The Contractor shall comply with the Public Entity Crimes Act, section 287.133, Florida Statutes, and the Contractor certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list. The Contractor understands and agrees that the Contractor is required to inform the SFWIB immediately upon any change of circumstances regarding this status. The Contractor shall provide a completed Assurances and Certifications, Attachment 7 or Exhibit L, Annual Certification, as applicable.

J. SARBANES-OXLEY ACT OF 2002

The Contractor assures that it shall comply with the two provisions of the Sarbanes-Oxley Act ("SOX") that apply to all corporate entities, including non-profit organizations. These two provisions are as follows:

1. It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).
2. It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC).

The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, inclusive of the assurance required by this section, or **Exhibit L, Annual Certification**, as applicable.

K. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW ("ACORN") FUNDING RESTRICTIONS ASSURANCE

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act of 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, Section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The Contractor shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, inclusive of the assurance required by this section, or **Exhibit L, Annual Certification**, as applicable.

L. SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN IRAN PETROLEUM ENERGY SECTOR LIST

The Contractor shall refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the SFWIB may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, certifying the Contractor's compliance with this section, or **Exhibit L, Annual Certification**, as applicable.

M. SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL

The SFWIB's subgrant agreement with the Florida Department of Economic Opportunity provides that regardless of the amount of this Contract, the SFWIB may terminate this Contract at any time if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel as described in section 215.4725, Florida Statutes. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**, certifying the Contractor's compliance with this section, or **Exhibit L, Annual Certification**, as applicable.

N. DISCRIMINATORY VENDORS

The Contractor shall disclose to the SFWIB if the Contractor appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes may not;

1. Submit a bid on a contract to provide any goods or services to a public entity;
2. Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
3. Submit bids on leases of real property to a public entity; or
4. Be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or transact business with any public entity.

The Contractor shall provide a completed Assurances and Certifications, Attachment 7, certifying the Contractor's compliance with this section, or Exhibit L, Annual Certification, as applicable.

O. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED

If this Contract is for more than \$150,000.00, the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency ("EPA"). As applicable, the Contractor shall comply with the Clean Air Act and Federal Water Pollution Control, as amended.

P. CERTIFICATION REGARDING FLORIDA CLEAN INDOOR AIR ACT

The purpose of the Florida Clean Indoor Air Act is to protect people from the health hazards of second hand tobacco smoke and to implement the Florida Health initiative in Section 20, Article X of the State Constitution. However, the intent of this legislation is not to inhibit, or otherwise obstruct, medical or scientific research or smoking-cessation programs approved by the Florida Department of Health. The Contractor shall provide a completed Certification Regarding the Florida Clean Indoor Air Act, or Exhibit L, Annual Certification, as applicable.

Q. ENVIRONMENTAL TOBACCO SMOKE

In accordance with Part C of P.L. 103-227, the "Pro-Children Act of 1994", smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs whether directly or through state or local governments. Federal programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Contractor shall provide a completed Certification Regarding Environmental Tobacco Smoke, or Exhibit L, Annual Certification, as applicable.

R. CHILD LABOR LAWS

The Contractor shall comply with all applicable federal, state and local child labor laws in carrying out the terms and conditions of this Contract or modifications hereto.

S. EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits any state or local government receiving funds under any United States Department of Health and Human Services program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation.

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance.

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

T. CHARITABLE CHOICE (45 CFR § 260.34)

A state or local government in its use of federal TANF or state Maintenance of Effort ("MOE") funds shall not, in the selection of service providers, discriminate for or against an organization that applies to provide, or provides TANF services or benefits on the basis of the organization's religious character or affiliation. No federal TANF or state MOE funds provided directly to participating organizations may be expended for inherently religious activities, such as worship, religious instruction, or proselytization.

A religious organization that receives federal TANF or state MOE funds shall not, in providing program services or benefits, discriminate against a TANF applicant or recipient on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. If an otherwise eligible TANF applicant or recipient objects to the religious character of a TANF service provider, the recipient is entitled to receive services from an alternative provider to which the individual has no religious objection.

If a non-governmental intermediate organization, acting under a contract or other agreement with a state or local government, is given the authority under the contract or agreement to select non-governmental organizations to provide federal TANF or state MOE funded services, the intermediate organization must ensure that there is compliance with the Charitable Choice statutory provisions and these regulations.

U. VETERANS' PRIORITY PROVISIONS

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" ("JVA"), P.L. 107-288. The JVA provides priority of services to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. To obtain priority service, a person must meet the program's eligibility requirements. 20 CFR Part 1010 provides general guidance on the scope of the veteran's priority statute.

V. COMPLIANCE WITH ENERGY EFFICIENCY PROVISION

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

W. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA") FOR THE PROCUREMENT OF RECOVERED MATERIALS.

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

X. ASSURANCES - NON-CONSTRUCTION PROGRAMS

The Contractor shall provide a completed Assurances - Non-Construction Programs, Attachment 8, or Exhibit L, Annual Certification, as applicable.

Y. INTERGOVERNMENTAL PERSONNEL ACT

The Contractor shall comply with the requirements of the Intergovernmental Personnel Act (42 U.S.C. Sec. §4701). The Contractor shall provide a completed Assurances Non-Construction Programs, Attachment 8, or Exhibit L, Annual Certification, as applicable.

Z. COMPLIANCE WITH THE HATCH ACT

The Contractor shall comply with the provisions of the 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, if applicable. The Contractor shall provide a completed Assurances Non-Construction Programs, Attachment 8, or Exhibit L, Annual Certification, as applicable.

AA. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148)

When required by federal program legislation, all prime construction contracts in excess of \$2,000.00 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed Assurances Non-Construction Programs, Attachment 8, or Exhibit L, Annual Certification, as applicable.

BB. COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed Assurances Non-Construction Programs, Attachment 8, or Exhibit L, Annual Certification, as applicable.

CC. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. The Contractor shall provide a completed Assurances Non-Construction Programs, Attachment 8, or Exhibit L, Annual Certification, as applicable.

DD. WHISTLEBLOWER'S ACT

In accordance with section 112.3187(2), Florida Statutes, the Contractor shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Contractor shall inform its employees that they and other persons may file a

complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission of Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

EE. ANNUAL CERTIFICATION

If the Contract is extended as set forth in Article I, Section C, Effective Term, on an annual basis, the Contractor shall sign the certification that all certifications and assurances on file with the Agreement are current and that the terms and conditions have not changed. The Contractor shall complete Exhibit L, Annual Certification attached hereto and incorporated herein by reference.

FF. SIXTY- (60) DAY TIME LIMIT

Upon receipt and review of the Contract, the Contractor shall notify the SFWIB in writing of any items identified for negotiation. The SFWIB shall schedule a negotiation session within thirty (30) days of receipt of the Contractor's request. Upon conclusion of negotiations, the Contractor shall deliver the fully executed Contract to the SFWIB. In the event a fully executed copy of this Contract has not been delivered to the SFWIB within sixty (60) days of issuance by the SFWIB, or sixty (60) days of contract commencement date, whichever is earlier, the SFWIB shall have the right to rescind the funding award on written notice to Contractor.

GG. CORONAVIRUS DISEASE 2019 ("COVID-19") DISINFECTION AND SANITATION REQUIREMENTS

The Contractor shall ensure that the Contractor's employees are informed of notification requirements regarding exposure to the COVID-19 to protect the health and safety of the public following the Centers for Disease Control's ("CDC's") guidelines.

To protect the health and safety of its employees, visitors, and the general public, employees who have been exposed to or have tested positive for COVID-19 are encouraged to notify the Contractor. The Contractor shall ensure remediation measures to sanitize the CareerSource center are taken according to the protocols set forth by the CDC.

The Contractor shall procure disinfection and sanitation services for reported cases of COVID-19 exposure within the CareerSource center.

When the Contractor receives notification that an employee, or other individual that has been at the CareerSource center has tested positive for, or has been exposed to COVID-19 the contractor shall:

- Notify the SFWIB facilities unit immediately, but not later than the start of the next business day after receiving such notification, verbally and in writing.
- The notification shall include, based on current CDC guidelines, the length of time that the CareerSource center will close due to COVID-19. Please utilize the CSSE COVID-19 Report, Attachment 11.
- Coordinate with Contractor's vendor, the date and time for the disinfection and sanitation of the CareerSource center.
- Ensure the proper disinfection and sanitation of the CareerSource center is completed prior to reopening following the current CDC guidelines regarding sanitation.
- Notify the SFWIB facilities unit when sanitation is completed.

Payment for Disinfection and Sanitation: the costs for disinfection and sanitation of the CareerSource center shall be included in the Contractor's budget from the Contractor's allocated funds for the operation of the CareerSource center.

END OF ARTICLE V

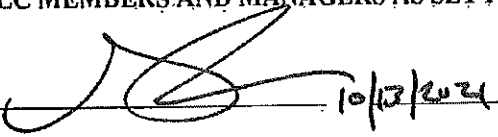
SIGNATORY FORM

THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURES FOR: Arbor E&T, LLC
PROGRAM ENTITLED: "CareerSource center: North Miami Beach"
CONTRACT NUMBER: WS-CC-PY'21-30-00
CFDA NUMBERS: WIOA AD: 17.258; WIOA DW: 17.278; WIOA RR: 17.278;
TANF: 93.558; SNAP: 10.561; UI: 17.225.

(These Signatures shall be the same as those names that appear in the List of Authorized Signatures Provided in the Operational Documents on file with the South Florida Workforce Investment Board)

(For Use Only When the Contractor is an LLC)
FOR LLC MEMBERS AND MANAGERS AS SET FORTH HEREIN

1a.  10/17/2021 1b. _____

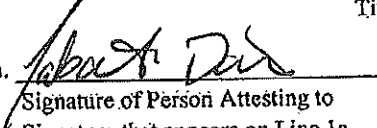
Signature and Date of Persons Signing on Behalf of LLC

2a. Edward M. Douglass 2b. _____

Type Name of Persons Signing on Behalf of LLC

3a. Manager & President 3b. _____

Title(s) of Persons Signing on Behalf of LLC

4a.  4b. _____
Signature of Person Attesting to Signature that appears on Line 1a Signature of Person Attesting to Signature that appears on Line 1b

1c. _____ 1d. _____

Signature and Date of Persons Signing on Behalf of LLC

2c. _____ 2d. _____

Type Name of Persons Signing on Behalf of LLC

3c. _____ 3d. _____

Title(s) of Persons Signing on Behalf of LLC

4c. _____ 4d. _____
Signature of Person Attesting to Signature of Person Attesting to
Signature that appears on Line 1c Signature that appears on Line 1d

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD


Rick Beasley
Executive Director, SFWIB

2/2/2022
Date

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**STATEMENT OF WORK
ARBOR E&T, LLC
(NORTH MIAMI BEACH)
WORKFORCE SERVICES
JULY 1, 2021 – JUNE 30, 2022**

I. Contractor Responsibilities:

- A. The Contractor (One-Stop Operator) is the entity that coordinates the delivery of required one-stop partners, and the management of the SFWIB CareerSource center(s). At a minimum, the Contractor shall:
 1. Assist the SFWIB in developing and executing Memoranda of Understanding (MOU's) between required and other community based partners.
 2. Develop and execute an outreach plan in conjunction with the SFWIB to inform jobseekers, adult/dislocated workers, and businesses about workforce services.
 3. Coordinate staff and partner training on the SFWIB operational and programmatic policies and procedures.
 4. Provide policy recommendations to the SFWIB for review.
 5. Coordinate job fairs/specialized recruitments, obtain feedback and provide workshops participant and businesses.
 6. Maintain data integrity, confidentiality and compliance.
 7. Manage fiscal requirements and prepare monthly reports.
 8. Track and report operational and programmatic performance.
 9. Maintain compliance with the Americans with Disabilities Act and Equal Employment Opportunity guidelines.
- B. The Contractor is the entity that coordinates and delivers a fully integrated menu of workforce development services to employers and a host of potential job seekers to include, but not be limited to, the universal job seeker, Wagner-Peyser (WP), Temporary Assistance to Needy Families (TANF) eligible individuals/Career Advancement Program (CAP) participants, Supplemental Nutrition Assistance Program Employment and Training participants, Workforce Innovation and Opportunity Act (WIOA) Adults and Dislocated Workers, Re-employment Assistance formerly Unemployment Compensation, Reemployment Services and Eligibility Assessment Program, Trade Adjustment Assistance, Unemployment Compensation claimants, Veterans, Young Adults transitioning from foster care, individuals seeking specialized services such as professionals.
- C. The Contractor shall oversee the activities of approved partners in the CareerSource center and coordinate all specialized programs designed to deliver services in the most efficient and cost effective manner. This shall include coordination with the region's Access Points to provide workforce services.
- D. The Contractor is solely responsible for determining eligibility for services under this Contract as set forth in **Exhibit AA, Program Design and Service Delivery**, applicable federal and state laws, and the South Florida Workforce Investment Board's (SFWIB) Policies and Procedures. Services rendered to ineligible individuals are subject to disallowance as set forth in **Article IV, Section D-Return of Funds** of this Contract.

II. Staffing Requirements:

A. Contractor Staff:

1. In order for centers to deliver maximum value to workforce services participants, the revised Workforce Services Staffing Procedure Transmittal shall be adhered to as it ensures the hiring of qualified staff, the Transmittal may be accessed at:
<http://sharepoint.careersourcesfl.com/sites/web/Shared%20Documents/Transmittals%20and%20Directives/Workforce%20Services%20Personnel%20Standards%20Procedure%20Transmittal%20PY%2011-12%20approved%205-4-12v2.pdf> (<http://www.careersourcesfl.com/resources/>).
2. In an effort to deliver maximum value to workforce services participants, the SFWIB may deem it necessary to provide participants with access to Workforce Services in facilities outside of the center. The Contractor shall be responsible for the management of all staff assigned to facilities where Workforce Services are provided.

B. SFWIB Assigned Staff:

1. The Contractor shall be responsible for the management of Florida Department of Economic Opportunity (DEO) staff and expressly agrees that DEO staff shall provide WP employment services. Failure to comply with this provision may result in the removal/reduction of DEO staff from the Contractor's center.
2. The SFWIB may deem the assignment of supplementary personnel as operationally necessary to support the employment and training services of the Contractor. The SFWIB shall be responsible for recruiting, screening, selecting, and hiring supplemental staff, which includes, but is not limited to: TANF/RET and DEO staff. The SFWIB shall pay the employee placed in service for straight-time wages or salaries (no overtime), as applicable for up to and including forty (40) hours per week, per employee. The SFWIB shall determine the employee hourly rate of pay and work location.
3. Straight-time wages are payments for straight-time work hours. Straight-time work hours are defined herein as regularly scheduled work hours that are not subject to overtime or bonus pay. The SFWIB shall not pay for hours worked in excess of forty (40) hours per employee, per week. Any payment for hours worked in excess of the forty (40) hours per employee, per week shall be the sole responsibility of the service provider.
4. The SFWIB shall not reimburse or pay the Contractor for any DEO employee benefits, overtime or bonus pay.
5. The SFWIB shall enter into a memorandum of understanding with DEO for the delivery of employment services authorized by the federal Wagner-Peyser Act. This memorandum of understanding must be performance based.
6. Unless otherwise required by federal law, at least ninety percent (90%) of the WP funding must go into direct customer service costs.
7. Employment services must be provided through the one-stop delivery system, under the guidance of one-stop delivery system operators. One-stop delivery system operators shall have overall authority for directing DEO workforce. Personnel matters shall remain under the ultimate authority of DEO. However, the one-stop delivery system operator shall submit to DEO information concerning the job performance of employees of the department who deliver employment services. The department shall consider any such information submitted by the one-stop delivery system operator in conducting performance appraisals of the employees.

8. The SFWIB shall retain fiscal responsibility and accountability for the administration of funds allocated to the state under the Wagner-Peyser Act. An employee of the department who is providing services authorized under the Wagner-Peyser Act shall be paid using Wagner-Peyser Act funds.
9. DEO serve as the first point of contact with the public seeking access to employment services who are knowledgeable about each program located in each one-stop delivery system center as well as related services. An initial determination of the programs for which a customer is likely to be eligible and any referral for a more thorough eligibility determination must be made at this first point of contact.
10. DEO staff will be used to establish an automated, integrated intake screening and eligibility process where customers will provide information through a self-service intake process that may be accessed by staff from any participating program.

C. Training of Staff:

The Contractor shall ensure that center staff is trained on:

- All operational reports, implementation strategies that maximize performance outcome potentials to be cost-efficient, and utilizing dual enrollment or other strategies for optimal service delivery;
- Required participant file contents;
- Required training in serving Limited English Proficiency customers;
- Required credentialing and skills standards; and
- Tier 1 certification.

The Contractor shall:

1. Ensure that new staff is trained and that program specific trainings (i.e. WIOA, CAP, WP, etc.); other required trainings (i.e. Tier 1, Security Awareness, hurricane preparedness, etc.) – set forth in **Article III, Section O-Training of Staff** of this Contract and in the SFWIB Credentialing and Skills Standards Policy—are conducted in a timely manner;
2. Ensure that all WIOA funded staff are Tier 1 certified within ten (10) business days of hire date. Attainment of the Tier I certificate requires completion of individual course work, as well as taking and passing each module test as required by DEO;
3. Coordinate all CareerSource center program trainings and the SFWIB’s required trainings with the SFWIB’s Training Coordinator;
4. Post all trainings on the SFWIB’s internal training calendar;
5. Submit the Monthly Training Report updated with all programs and required trainings to the SFWIB’s Training Coordinator by the **10th day of every month** (See **Exhibit E, Reporting Requirements**); and
6. Follow the SFWIB’s training priorities as identified by the SFWIB’s Training Coordinator.

III. Program Service Locations:

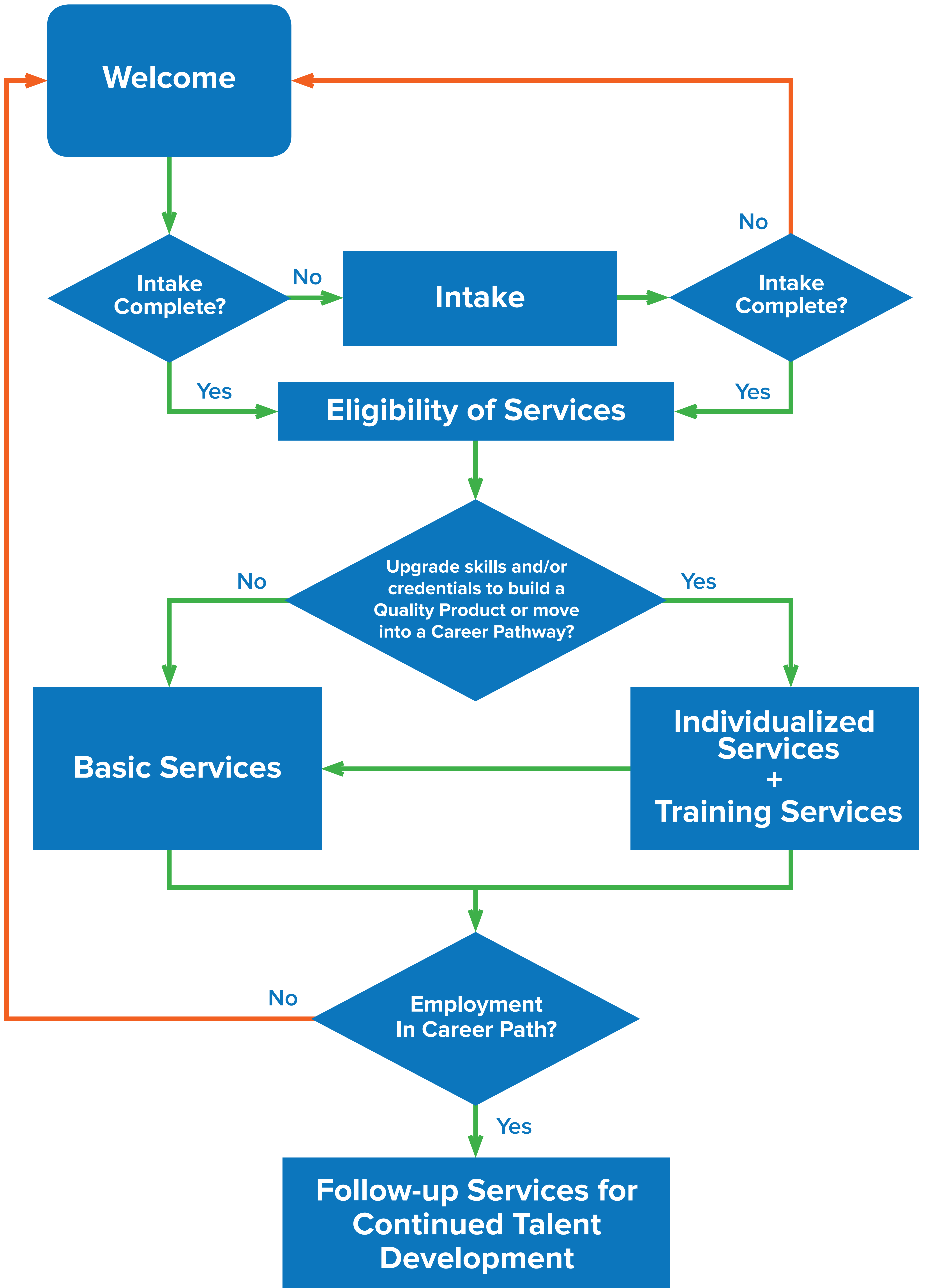
The Contractor shall operate and manage the SFWIB CareerSource center(s). The location of the aforesaid CareerSource center(s) shall be subject to change by the SFWIB at any time for any reason, at the sole discretion of the SFWIB. If the location of the CareerSource center changes, the Contractor shall operate and manage that CareerSource center from the new location identified by the SFWIB. The SFWIB will be responsible for all relocation cost.

The Contractor shall operate the following CareerSource center location(s):

- **North Miami Beach CareerSource center:** 801 NE 167th Street, Suite 200, North Miami Beach, Florida 33162.

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TALENT DEVELOPMENT FLOW CHART



**STATEMENT OF WORK
ARBOR E&T, LLC
(NORTH MIAMI BEACH)
WORKFORCE SERVICES
JULY 1, 2021 – JUNE 30, 2022**

I. Contractor Responsibilities:

- A. The Contractor (One-Stop Operator) is the entity that coordinates the delivery of required one-stop partners, and the management of the SFWIB CareerSource center(s). At a minimum, the Contractor shall:
 1. Assist the SFWIB in developing and executing Memoranda of Understanding (MOU's) between required and other community based partners.
 2. Develop and execute an outreach plan in conjunction with the SFWIB to inform jobseekers, adult/dislocated workers, and businesses about workforce services.
 3. Coordinate staff and partner training on the SFWIB operational and programmatic policies and procedures.
 4. Provide policy recommendations to the SFWIB for review.
 5. Coordinate job fairs/specialized recruitments, obtain feedback and provide workshops participant and businesses.
 6. Maintain data integrity, confidentiality and compliance.
 7. Manage fiscal requirements and prepare monthly reports.
 8. Track and report operational and programmatic performance.
 9. Maintain compliance with the Americans with Disabilities Act and Equal Employment Opportunity guidelines.
- B. The Contractor is the entity that coordinates and delivers a fully integrated menu of workforce development services to employers and a host of potential job seekers to include, but not be limited to, the universal job seeker, Wagner-Peyser (WP), Temporary Assistance to Needy Families (TANF) eligible individuals/Career Advancement Program (CAP) participants, Supplemental Nutrition Assistance Program Employment and Training participants, Workforce Innovation and Opportunity Act (WIOA) Adults and Dislocated Workers, Re-employment Assistance formerly Unemployment Compensation, Reemployment Services and Eligibility Assessment Program, Trade Adjustment Assistance, Unemployment Compensation claimants, Veterans, Young Adults transitioning from foster care, individuals seeking specialized services such as professionals.
- C. The Contractor shall oversee the activities of approved partners in the CareerSource center and coordinate all specialized programs designed to deliver services in the most efficient and cost effective manner. This shall include coordination with the region's Access Points to provide workforce services.
- D. The Contractor is solely responsible for determining eligibility for services under this Contract as set forth in **Exhibit AA, Program Design and Service Delivery**, applicable federal and state laws, and the South Florida Workforce Investment Board's (SFWIB) Policies and Procedures. Services rendered to ineligible individuals are subject to disallowance as set forth in **Article IV, Section D-Return of Funds** of this Contract.

II. Staffing Requirements:

A. Contractor Staff:

1. In order for centers to deliver maximum value to workforce services participants, the revised Workforce Services Staffing Procedure Transmittal shall be adhered to as it ensures the hiring of qualified staff, the Transmittal may be accessed at:

<http://sharepoint.careersourcesfl.com/sites/web/Shared%20Documents/Transmittals%20and%20Directives/Workforce%20Services%20Personnel%20Standards%20Procedure%20Transmittal%20PY%2011-12%20approved%205-4-12v2.pdf> (<http://www.careersourcesfl.com/resources/>).
2. In an effort to deliver maximum value to workforce services participants, the SFWIB may deem it necessary to provide participants with access to Workforce Services in facilities outside of the center. The Contractor shall be responsible for the management of all staff assigned to facilities where Workforce Services are provided.

B. SFWIB Assigned Staff:

1. The Contractor shall be responsible for the management of Florida Department of Economic Opportunity (DEO) staff and expressly agrees that DEO staff shall provide WP employment services. Failure to comply with this provision may result in the removal/reduction of DEO staff from the Contractor's center.
2. The SFWIB may deem the assignment of supplementary personnel as operationally necessary to support the employment and training services of the Contractor. The SFWIB shall be responsible for recruiting, screening, selecting, and hiring supplemental staff, which includes, but is not limited to: TANF/RET and DEO staff. The SFWIB shall pay the employee placed in service for straight-time wages or salaries (no overtime), as applicable for up to and including forty (40) hours per week, per employee. The SFWIB shall determine the employee hourly rate of pay and work location.
3. Straight-time wages are payments for straight-time work hours. Straight-time work hours are defined herein as regularly scheduled work hours that are not subject to overtime or bonus pay. The SFWIB shall not pay for hours worked in excess of forty (40) hours per employee, per week. Any payment for hours worked in excess of the forty (40) hours per employee, per week shall be the sole responsibility of the service provider.
4. The SFWIB shall not reimburse or pay the Contractor for any DEO employee benefits, overtime or bonus pay.
5. The SFWIB shall enter into a memorandum of understanding with DEO for the delivery of employment services authorized by the federal Wagner-Peyser Act. This memorandum of understanding must be performance based.
6. Unless otherwise required by federal law, at least ninety percent (90%) of the WP funding must go into direct customer service costs.
7. Employment services must be provided through the one-stop delivery system, under the guidance of one-stop delivery system operators. One-stop delivery system operators shall have overall authority for directing DEO workforce. Personnel matters shall remain under the ultimate authority of DEO. However, the one-stop delivery system operator shall submit to DEO information concerning the job performance of employees of the department who deliver employment services. The department shall consider any such information submitted by the one-stop delivery system operator in conducting performance appraisals of the employees.

8. The SFWIB shall retain fiscal responsibility and accountability for the administration of funds allocated to the state under the Wagner-Peyser Act. An employee of the department who is providing services authorized under the Wagner-Peyser Act shall be paid using Wagner-Peyser Act funds.
9. DEO serve as the first point of contact with the public seeking access to employment services who are knowledgeable about each program located in each one-stop delivery system center as well as related services. An initial determination of the programs for which a customer is likely to be eligible and any referral for a more thorough eligibility determination must be made at this first point of contact.
10. DEO staff will be used to establish an automated, integrated intake screening and eligibility process where customers will provide information through a self-service intake process that may be accessed by staff from any participating program.

C. Training of Staff:

The Contractor shall ensure that center staff is trained on:

- All operational reports, implementation strategies that maximize performance outcome potentials to be cost-efficient, and utilizing dual enrollment or other strategies for optimal service delivery;
- Required participant file contents;
- Required training in serving Limited English Proficiency customers;
- Required credentialing and skills standards; and
- Tier 1 certification.

The Contractor shall:

1. Ensure that new staff is trained and that program specific trainings (i.e. WIOA, CAP, WP, etc.); other required trainings (i.e. Tier 1, Security Awareness, hurricane preparedness, etc.) – set forth in **Article III, Section O-Training of Staff** of this Contract and in the SFWIB Credentialing and Skills Standards Policy—are conducted in a timely manner;
2. Ensure that all WIOA funded staff are Tier 1 certified within ten (10) business days of hire date. Attainment of the Tier I certificate requires completion of individual course work, as well as taking and passing each module test as required by DEO;
3. Coordinate all CareerSource center program trainings and the SFWIB’s required trainings with the SFWIB’s Training Coordinator;
4. Post all trainings on the SFWIB’s internal training calendar;
5. Submit the Monthly Training Report updated with all programs and required trainings to the SFWIB’s Training Coordinator by the **10th day of every month** (See **Exhibit E, Reporting Requirements**); and
6. Follow the SFWIB’s training priorities as identified by the SFWIB’s Training Coordinator.

III. Program Service Locations:

The Contractor shall operate and manage the SFWIB CareerSource center(s). The location of the aforesaid CareerSource center(s) shall be subject to change by the SFWIB at any time for any reason, at the sole discretion of the SFWIB. If the location of the CareerSource center changes, the Contractor shall operate and manage that CareerSource center from the new location identified by the SFWIB. The SFWIB will be responsible for all relocation cost.

The Contractor shall operate the following CareerSource center location(s):

- **North Miami Beach CareerSource center:** 801 NE 167th Street, Suite 200, North Miami Beach, Florida 33162.

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**EMPLOYMENT VERIFICATION**Date: 4/4/2022

Service Provider / Training Location	Address	City	FL State	Zip Code
Staff Name / Title	()	Office Number	Ext	() Fax Number

Federal Law requires the collection of wage and employment data on workforce participants. The following information is needed:

*Please complete each section:***SECTION I – GENERAL INFORMATION**

Name of Employee:	Social Security Number: <u>XXX-XX-</u> (Last 4 digits only)	
Job Title:	No. Hours Worked Per Week:	
Start Date:	Date of Hire (If Different Than Start Date):	
How Often Is/Was the Employee Paid?	☐ Daily ☐ Weekly ☐ Bi-Weekly ☐ Monthly	
Rate of Pay: \$	per	Other: (Explain)
Employment Type:	☐ Temporary (Less than 150 days) ☐ Seasonal (Less than 150 days) ☐ Permanent (150 days or more)	
Does / Did Employee Receive Tips?	If Yes, What is the Average Weekly Amount? \$	
Is The Person Currently Employed?	If No, Provide Employment End Date:	
Is/Was Employment Seasonal?	Is / Was the Employee Covered By Health Insurance / Fringe Benefits ☐ Yes ☐ No	

SECTION II – EMPLOYER INFORMATION

Company's Name:			
Address	City	State	Zip Code
Employer Telephone Number:	E-Mail Address		
By signing below I hereby affirm that the above information is correct; and that I am a duly authorized representative for this company.			
Signature of Representative		Print Name of Representative	
Title of Representative		Date Completed	

SECTION III – WORK NUMBER (IF APPLICABLE) **SERVICE PROVIDER USE ONLY**

Employee Number:	Hire Date:	Verified By:
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SECTION IV – VALIDATION OF EMPLOYMENT INFORMATION ABOVE **SERVICE PROVIDER USE ONLY**
SOW Section IV – item - D, E, F and G

Validated By:	Print Name	Signature	Agency/Service Site	Date
Verified With:	Name and Title of Employer Representative		Method of Verification:	☐ Telephone ☐ E-Mail

CSSF Balanced Scorecard Performance Requirement

Arbor E&T, LLC North Miami Beach center

Performance		
	Process Quality Measures	Standard
1	Training Completion Rate	70%
2	Training Completion Placement Rate	70%
3	Training Related Placements Rate	70%
4	Training Enrollments Rate	7
5	CAP All Family Participation Rate	50%
6	Career Advancement Program (CAP) Entered Employment Rate (EER)	40%
7	Wagner Peyser (WP) Entered Employment Rate (EER)	65%
8	WIOA Adult & Dislocated Worker EER	98%
9	Short-Term Veterans EER	50%
10	Employers Served (Employer Penetration Rate)	105
11	Employer Serviced with Level 1 Services	69
12	Jobs Openings Filled Rate	65%
13	Referral Job Skills Match Average	80%
	Outcome Measures	
14	Employment (Obtained Employment and Direct Job Placements)	142
15	Employed 2nd Quarter After Exit	95%
16	Employed 4th Quarter After Exit	95%
17	Average Days to Employment	145
	17a DJP Average Days to Employment	60
	17b Obtained Average Days to Employment	167
18	Employment/Job Placement Average Wage	\$14.58
19	Cost Per Placement	\$1,853.60
20	Net Economic Benefit	\$28,473.00
21	Return on the Investment	\$15.36

QUALITY ASSURANCE	PROCESS KEY INDICATORS	Standard	WORKFORCE ENHANCEMENT REPORT/TOOL
1	Outreach to Jobseekers	80%	Incomplete Registration Report
2	Work Registration - Initial Assessment	80%	Incomplete Registration Report
3	Work Registration - EMD/EM Complete Registrations	80%	Incomplete Registration
4	Quality of Job Seeker Referrals to Jobs	35%	Referral to Placement Ratio
5	Follow-up with Jobseeker Referrals to Jobs	10% or less	Referral to Placement Ratio
6	Manage Exits/Follow-up	55%	Soft Exits Application/Report
7	Manage Job Orders/Follow-up with Employers	90%	Job Order Report
8	Average Duration of Jobseekers Unemployed	12 months	Incomplete Registration Report/UI Tool
9	Manager TANF/CAP Caseload	80%	CAP Review Tool
10	Outreach to Employers-Employer Penetration Report	50% Increase	Employer Penetration Report
11	SNAP Engagement	20%	OSST



CSSF Specifications for Workforce Services Balanced Scorecard Report

I. PURPOSE

The purpose of the 2021-2022 South Florida Workforce Investment Board's (SFWIB) Balanced Scorecard Report is to strengthen and make the SFWIB's workforce service delivery system more effective and efficient by simplifying complex measures systems, integrating multilevel performance indicators and focusing on the basics such as employment outcome and self-sufficiency. The Balanced Scorecard Report includes a comprehensive Job Placement performance measure that is also used as a payment structure to improve employment opportunities for all jobseekers and increase local businesses' competitive advantage in a global economy.

The SFWIB's performance structure is derived from local, state and federally mandated measures. The comprehensive multilevel performance measures system was used to distinguish the organization's goals and define the Balanced Scorecard's measures. This system shall assist Workforce Development Area 23 (Area 23) in exceeding performance and serving all participants. The graph below illustrates the vertical integration of the multilevel performance measures system.

The Balanced Scorecard Report, along with the other operational reports, acts as a measurement system, strategic management system, and communication tool. It provides a compass for resource allocation to the SFWIB's Contractors by sorting and prioritizing dozens of state and federal mandates. It simplifies the complex and perplexing Workforce performance system, which in turn enhances Contractors' abilities to allocate human capital and financial resources in areas that shall collectively benefit Area 23's performance.



This document describes the specifications for the Balanced Scorecard Report 1) selection criteria, 2) reporting elements, and 3) logic used to obtain the different reporting elements. It is organized in three sections: Job Placements, CSSF Balanced Scorecard Performance Requirement, and Quality Assurance (QA) Key Indicators based on the contract requirements.

II. REPORT METHODOLOGY

Listed below are the SFWIB's methodologies used to define and calculate the performance accountability requirements for Area 23. Data will be obtained from the One-Stop Service Tracking (OSST), Employ Miami-Dade (EMD)/Employ Monroe (EM) and Workforce Management System (WFMS) data warehouse and computed using the following listed methodologies.

Acronyms	Systems	Programs
OSST	One-Stop Service Tracking	Career Advancement Program and Supplemental Nutrition Assistance Program (SNAP)
EMD/EM	Employ Miami-Dade/Employ Monroe	WIOA Adult (WIOA AD), WIOA Dislocated Worker (WIOA DL), Reemployment and Eligibility Assessment (REA), and Wagner Peyser (WP) Programs
WFMS	Workforce Management System	All Programs

A. JOB PLACEMENTS

1) *Wagner-Peyser (WP) Obtained Employment (OE)*

A Wagner-Peyser (WP) Obtained Employment (OE) refers to those fully (complete and accurate) registered individuals who secure employment within 180 calendar days of receiving one or more services which are wholly or partially funded by the state employment service agency, but the placement does not meet the federal definition for a "WP Placement." Credit for an OE may be claimed for any fully registered participant who has received any WP staff assisted reportable service(s) and has a job start date, where both service and start date fall within 180 days from the date the obtained employment is recorded. A participant must also have a full EMD/EM registration in the database before the start date of the obtained employment. A complete EMD/EM registration must include all of the following components: a complete and current general information section containing a verified residential and mailing address, a valid telephone number, and e-mail address. The jobseeker must also have been assigned an occupation title and occupation code (O*NET code). Additionally, staff must complete the background wizard section including the education profile, the employment history with previous hourly wages, and O*NET code. To complete the registration, the jobseeker must have an active/online résumé that is viewable to employers, with a valid telephone number and e-mail address. Staff must verify that the jobseeker has started working prior to taking credit for an OE. Notification of a hire date will not suffice for securing OE credit. All participants, as part of their initial EDM/EM registration, will be encouraged to create an email address for use in job placement. If a participant does not have an email address, instructions for creating an account will be provided at the designated CareerSource center resource room.

A job referral is the act of facilitating the match between qualified jobseekers and employers with job openings; and the recording of such referral in EMD or EM. Prior to referring a jobseeker to a job opening, staff must ensure the jobseeker's qualifications match the minimum requirements listed in the job order by ensuring that the general information section, background wizard section, and the résumé on their personal profile includes all the jobseeker's skills; abilities; prior work experience; education and training; and certifications and

licensure. These items should be consistent with the requirements of the job order. Staff must ensure that job referrals are only provided to jobseekers that have completed work registration and who meet the minimum requirements as stated in the job order. **At no time should a staff member alter the minimum requirements of a job order to increase a jobseekers skills match.** Additionally, staff must obtain the consent of the jobseeker prior to making any job referral. Staff must enter a case note in EMD/EM to document the consent of the jobseeker.

Data Source: The data will be obtained from EMD/EM. EMD/EM OE Service Codes: 880, 881, 882, and 883.

2) ***Wagner-Peyser (WP) Universal Direct Job Placement (DJP)/ Direct Employment***

The SFWIB refers to a WP Placement as a Wagner-Peyser (WP) Direct Job Placement (DJP). A WP Placement as defined by 20 CFR 651.10 is the hiring by a public or private employer of a fully registered individual referred by the employment office for a job or an interview, provided that the same employment office completed all of the following steps in sequential order from i to vi:

- i. Prepared a job order form prior to referral, except in the case of a job development contact on behalf of a specific applicant;
- ii. Made prior arrangements with the employer for the referral of a fully registered individual or individual(s);
- iii. Obtained the fully registered individual or individual(s) consent to be referred to the job order;
- iv. Referred a fully registered individual in EMD/EM database who may or may not have been specifically designated by the employer, except for referrals on agricultural job orders for a specific crew leader or worker. The registration must be completed prior to the referral;
- v. Verified from an acceptable source (i.e. New Hire Report, Wage Credit, Work Number or Paystub), signed employment verification from the employer that the individual had entered on a job (for staffing agencies the jobseekers must have been assigned to a worksite and have earned wages); Staff must verify the jobseeker began working prior to recording the appropriate placement code. Verification information must be documented and must include a case note identifying:
 - The jobseeker's name;
 - The name of the employer;
 - The job title of the position and starting wage;
 - The source of verification; and
 - The date the customer started working at the designated jobsite.

(Notification of an upcoming start or hire date is not acceptable for recording a placement).

- vi. Appropriately recorded the placement and submitted a signed employment verification to SFWIB/CSSF at the time of invoicing; failure to submit employment verification at the time of invoicing will result in an automatic disallowance of unverified placements. Submitting falsified verifications will be a disallowance and may lead to Contract termination;
- vii. For all placements with a staffing agency or other similar type of employer that provides contracted or temporary labor; staff must also obtain documentation (i.e. pay stub or payroll register) that authenticates the participant was assigned to a worksite and earned wages. The first pay stub after start date is preferred;
- viii. If a participant has been placed in employment by a refugee provider (Direct or Self Placement) in the same program year, that participant cannot be entered as a Direct Job Placement; and
- ix. Pursuant to 20 CFR 652.3, staff must ensure the O*NET code used for a specific job opening matches the job description. If no match can be found, staff must use the title the employer or third party agency provided. Only one O*NET code may be used per job order. Placement into job openings that do not match the description in the job order or O*NET code is not permitted.

The SFWIB requires that the above steps ii through ix be completed in sequential order and by the same center location. Failure to comply with this requirement will result in the placement being disallowed. If a placement is disallowed that placement will be removed from the CSSF Balance Scorecard Performance Requirement (Attachment 3 of Exhibit A, Statement of Work) and all other SFWIB Reports.

A WP DJP includes a Wagner-Peyser (WP) Job Development Placement. Title 20 Part 651.10 of the Code of Federal Regulations provides that a job development means the process of securing a job interview with a public or private employer for a specific applicant for whom the local office has no suitable opening on file.

If there is no suitable opening on file in the job bank system, staff should make job development attempts (contacts) on behalf of the jobseeker. The job development attempt should be recorded on the jobseeker's activity service plan in EMD/EM. Job development attempts should be documented on the jobseeker's case notes screen by listing the employer's name.

If staff later learns that the jobseeker was hired on the job to which a job development attempt was made, then the staff person should write a job order and take credit for the placement. Once the job order is written to reflect the hire, it must be matched against the job development referral that was previously entered on the jobseeker's services screen.

Data Source: The data will be obtained from EMD/EM. EMD/EM Service Codes: 750, 752, 753, 754, 760, 762, 764, 766, 770, 772, 774, 776, 780, 850, 852, 854, 856, 860, 862, 864, 866, 870, 872, 874, and 879.

Note: A DJP for Payment is referred as a Direct Employment

3) *Conditions of Job Placements (OE or DJP)*

Conditions of Job Placements (OE or DJP) are defined in the **Payment Provisions (Exhibit D)**.

4) *Types of DJP (Direct Job Placement)*

i. *Universal*

A Universal DJP refers to a WP jobseeker, fully registered in EMD/EM, that secures a job placement by meeting the federal definition for a "Direct Job Placement," it is not a WIOA enrolled participant and does not meet the criteria for any of the other seven types of DJP. The WP DJP must be recorded in EMD/EM during the reporting period. The WP referral create date must be on or prior to the employment start date.

Note: If the DJP is a WP Job Development, then the job development contact (activity code 123) must be on or prior to the hire date. A center may not exceed more than thirty-two percent (32%) of their monthly DJP number in this category. All placements entered in a given quarter that exceed the maximum number in one of the above mentioned categories will be counted for performance measures only and NOT for payment.

Data Source: The data will be obtained from EMD/EM WP.

ii. *WIOA Individualized Adult/Dislocated Worker (DW)*

A WIOA Individualized Adult or DW DJP refers to an eligible fully registered WIOA Adult or DW Participant in EMD/EM that secures a DJP with the WP referral creation date established after the WIOA eligibility/enrollment date. Additionally, the hire date and referral create date and/or the WIOA eligibility/enrollment dates do not occur on the same date. The WP DJP result date must be recorded in EMD/EM WIOA during the WIOA participation period before the program's exit. The referral and placement must be to a full-time job greater than 150 days in duration.

Note: If the DJP is a WP Job Development, then the WIOA eligibility/enrollment date must be prior to the job development contact (activity code 123).

Data Source: The data will be obtained from EMD/EM WP and WIOA.

iii. *WIOA Individualized Jobseekers with Disabilities*

A WIOA Individualized Jobseeker with a Disability refers to an eligible fully registered WIOA Adult or DW Participant that is identified in EMD/EM to have a disability and secures a DJP with the WP referral creation date established after the WIOA eligibility/enrollment date. Additionally, the hire date and referral create date and/or the WIOA eligibility/enrollment dates do not occur on the same date. The WP DJP result date must be recorded in EMD/EM WIOA during the WIOA participation period before the

program's exit. The referral and placement must be to a full-time job greater than 150 days in duration.

Note: If the DJP is a WP Job Development, then the WIOA eligibility/enrollment date must be prior to the job development contact (activity code 123).

Data Source: The data will be obtained from EMD/EM WP and WIOA.

iv. ***WIOA Individualized Veterans or Ex-Offenders***

A WIOA Individualized Veteran or Ex-Offender refers to an eligible fully registered WIOA Adult or DW Participant that is identified in EMD/EM as a Veteran or an Ex-Offender and secures a DJP with the WP referral creation date established after the WIOA eligibility/enrollment date. Additionally, the hire date and referral create date and/or the WIOA eligibility/enrollment dates do not occur on the same date. The WP DJP result date must be recorded in EMD/EM WIOA during the WIOA participation period before the program's exit. The referral and placement must be to a full-time job greater than 150 days in duration.

Note: If the DJP is a WP Job Development, then the WIOA eligibility/enrollment date must be prior to the job development contact (activity code 123).

Data Source: The data will be obtained from EMD/EM WP and WIOA.

v. ***WIOA Individualized Reemployment Assistance (RA) Claimant or Homeless Person (HP)***

A WIOA Individualized Reemployment Assistance (RA) Claimant refers to an eligible fully registered WIOA Adult or DW Participant that is identified in EF or the State RA system as a recipient of Reemployment Assistance and secures a DJP with the WP referral creation date established after the WIOA eligibility/enrollment date. Additionally, the hire date and referral create date and/or the WIOA eligibility/enrollment dates do not occur on the same date. A Homeless Person refers to an eligible WIOA Adult that is identified in EMD/EM as meeting the United States Department of Housing and Urban Development's definition of a Chronically Homeless Person at the time of registration and secures a DJP with the WP referral creation date established after the WIOA eligibility/enrollment date. Additionally, the hire date and referral create date and/or the WIOA eligibility/enrollment dates do not occur on the same date. The WP DJP result date must be recorded in EMD/EM WIOA and occur within six (6) months of the WIOA application date. The referral and placement must be to a full-time job greater than 150 days in duration.

Note: If the DJP is a WP Job Development, then the WIOA eligibility/enrollment date must be prior to the job development contact (activity code 123).

Data Source: The data will be obtained from EMD/EM WP and WIOA.

vi. ***WIOA Individualized TANF/Career Advancement Program (CAP) or Supplemental Nutrition Assistance Program (SNAP)***

A WIOA Individualized TANF/Career Advancement Program (CAP) or Supplemental Nutrition Assistance Program (SNAP) DJP refers to an eligible fully registered WIOA Adult or DW Participant that is identified in OSST as a CAP or SNAP participant and secures a DJP with the WP referral creation date established after the WIOA eligibility/enrollment date. Additionally, the hire date and referral create date and/or the WIOA eligibility/enrollment dates do not occur on the same date. The WP DJP result date must be recorded in EMD/EM WIOA during the WIOA participation period before the program's exit. The referral and placement must be to a full-time job greater than 150 days in duration.

Note: If the DJP is a WP Job Development, then the WIOA eligibility/enrollment date must be prior to the job development contact (activity code 123).

Data Source: The data will be obtained from EMD/EM WP, EMD/EM WIOA, OSST CAP, and OSST SNAP.

Criteria for a WIOA Individualized TANF/CAP DJP: Employment information shall also be recorded in OSST and the hire date must be after a full month of CAP mandatory participation period before the CAP program's closure and during the reporting period. If the placement occurs during the first month in CAP, at least one hour of participation must be recorded in OSST.

Criteria for a WIOA Individualized SNAP DJP: SNAP participants with an employment hire date on or after being actively engaged in a qualifying SNAP component with at least one JPR hour recorded in OSST during the reporting period. Employment information shall also be recorded in OSST.

vii. *Training Related Milestones/Placements*

A Training Related Milestones/Placements is defined as the successful completion of an approved training program with a contracted training vendor. Milestones consist of a participant achieving any of the following:

- Program Completion
- Credential Attainment (earning one of the following):
 - Diploma
 - Post-Secondary Educational Certificate
 - College Degree
- Training Related Milestone/Placement payments will be paid as follows:
 - Program completion-Twenty percent (20%) of total placement category payment amount (cost per placement) at the time of completion.
 - Credential Attainment-Thirty percent (30%) of remaining balance of placement category.
 - Job Placement in a full-time job (a minimum of thirty (30) hours per week and greater than 150 days in length and related to the course of study as defined by

O*NET Code) - Remaining unpaid balance for placement category less than 90 days or greater than 90 days as applicable.

- Job Placement in a full-time job (a minimum of thirty (30) hours per week and greater than 150 days in length and **NOT** related to the course of study) - The Universal Placement Rate after the first quarter.

B. CSSF BALANCED SCORECARD PERFORMANCE REQUIREMENT

1) *Training Completion Rate*

Training Completion Rate reflects the number of WIOA, Trade Adjustment Assistance (TAA), and CAP participants who completed training in WFMS divided by the number of participants who enrolled in training in WFMS and received a training voucher that was paid with a completion or any of the closure reasons.

A training account with a paid training voucher and one of the following completion reasons "Never Attended (NE), Training Program Transfer (TT), or Cancelled Enrollment (CE)" shall be in the denominator as follows:

- NE – If a training account ends with completion reason of NE and the participant received a training voucher that was paid for by the same training account, then the training account shall be calculated in the denominator.
- TT – If a training account ends with completion reason of TT and the participant is not enrolled in training on or after the actual end date of the transfer, then the training account shall be calculated in the denominator.
- CE – if a training account ends with completion reason of CE and the participant has any paid or outstanding training related voucher(s), then the training account shall be included in the denominator.

The total # of participants who completed training in WFMS with a paid training voucher.

Divided by total # of participants who show a completion or any of the closure reasons with a paid training voucher.

Data Source: The data on the completion of the training is collected and analyzed using WFMS.

2) *Training Completion Placement Rate*

Training Completion Placement Rate reflects the number of participants who completed training and obtained employment within 180 days of training completion divided by the number of participants who completed training within 180 days of training completion during the reported period.

The total # of participants who completed training and obtained employment within 180 days of training completion.

Divided by the total # of participants who completed training within 180 days of training completion.

Data Source: Training completion information is collected and analyzed using WFMS. The placement information is obtained from EMD/EM, OSST, and WFMS.

3) *Training Related Placements Rate*

Training Related Placement Rate reflects number of participants who completed training, obtained employment and have been placed in a training related occupation within 180 days of training completion divided by the number of participants who completed training and were placed within 180 days of training completion during the reported period.

The total # of participants who completed training, obtained employment and have been placed in training related occupation within 180 days of training completion during the reported period.

Divided by the total # of participants who completed training and obtained employment within 180 days of training completion during the reported period.

Data Source: Training completion and training occupational codes are collected and analyzed using WFMS. The placement information and occupational codes (O*Net) codes are obtained from EMD/EM and WFMS systems. The O*Net codes are used to map the training occupations with the placement occupations.

4) *Training Enrollments Rate*

Training Enrollments Rate reflects the number of WIOA eligible participants enrolled and attended in qualified WIOA ITAs, On-the Job Training (OJT), and Paid Work Experience (PWE) in EMD/EM and WFMS for the reporting period.

Data Source: The data will be obtained from EMD/EM and WFMS.

5) *CAP All Family Participation Rate*

CAP All Family Participation Rate reflects the total number of families (mandatory participants) receiving TANF including a work eligible adult or minor head-of-household who is engaged in work activity for the month divided by the total number of mandatory participants receiving Temporary Cash Assistance (TCA).

The total # of CAP mandatory participants engaged in a Federal allowable countable activity.

Divided by the total # of CAP mandatory participants receiving TCA.

Data Source: The data shall be obtained from the OSST.

6) *Career Advancement Program (CAP) Entered Employment Rate (EER)*

Career Advancement Program (CAP) Entered Employment Rate (EER) reflects the number of all CAP mandatory cases that close with employment divided by the total number of closures within the reporting period.

The total # of all mandatory cases that close with employment.

Divided by the total # of mandatory cases that close within the reporting period.

Data Source: The data shall be obtained from the OSST system.

7) ***Wagner Peyser (WP) Entered Employment Rate (EER)***

Wagner Peyser (WP) Entered Employment Rate (EER) reflects the number of all Wagner-Peyser participants unemployed at enrollment that were placed at exit divided by all the WP participants unemployed at enrollment that have exited. Exits are defined as participants who have not had a service within three (3) months from the last reportable service.

The total # of all WP participants placed at exit.

Divided by the total # of all WP participants who exit.

Data Source: The data shall be obtained from the EMD/EM WP.

8) ***WIOA Adult and Dislocated Worker Entered Employment Rate (EER)***

WIOA Adult and Dislocated Worker Entered Employment Rate (EER) reflects the percent of those WIOA Adult and Dislocated Worker participants unemployed at registration and placed at exit divided by all the Adult and Dislocated Worker participants unemployed at registration who exit.

The total # of all Adult participants placed at exit.

Divided by the total # of Adult and Dislocated Worker participants who exit.

Data Source: The data shall be obtained from the EMD/EM WIOA.

9) ***Short-term Veterans Entered Employment Rate (EER)***

Short-term Veterans Entered Employment Rate (EER) reflects the number of exiting Veterans who were placed in EMD/EM in the 90 days following their exit date divided by the number of Veteran participants who were unemployed at their date of participation and were exited after 90 days.

The total # of exiting Veterans who were placed within 90 days of the exit date.

Divided by the total # of Veteran participants who were unemployed at their date of participation and were exited after 90 days.

Data Source: The data shall be obtained from the EMD/EM.

10) ***Employers Served (Employer Penetration Rate)***

Employers Served (Employer Penetration Rate) reflects the total number of new employers that have received (for the first time during the program year for the Region) at least one of the following levels of service and recorded in EMD/EM:

- Level 1 (Highest Service Level): Includes services such as pre-screening; job orders; veteran services; customized training; job referrals/placements, job fairs; on-site workshops for recruitment/retention.
- Level 2 (Mid-Level Services): Includes services such as referrals of qualified applicants; work readiness certifications; employer notifications of potential applicants.

- Level 3 (Lowest Level of Service): Includes services such as employer contacts; promotional calls; providing information packages; business incentive information.

Data Source: The data will be obtained from EMD/EM WP.

11) *Employers Served with Level I Services*

Employers Served with Level I Services reflects the total number of the new employers that have received a Level I Service that is recorded in EMD/EM for the first time during the Program Year (PY) for the Region.

Data Source: The data will be obtained from EMD/EM WP.

12) *Jobs Openings Filled Rate*

Jobs Openings Filled Rate reflects the number of (staff and employer initiated job openings filled) from the job orders in the Job Order Index measure divided by the total number of (staff and employer initiated job openings) in the job orders. The job orders to be excluded in the measure are those on hold or still open.

The total # of job openings filled in the job orders.

Divided by the total # of job openings in the job orders.

Data Source: The data will be obtained from the EMD/EM system.

13) *Referral Job Skills Match Average*

Referral Job Skills Match Average reflects the average number of the jobseekers' skills that match the skills requested in the job order. This applies to all staff issued referrals during the reporting period.

Data Source: The data will be obtained from the EMD/EM system.

14) *Employment (Obtained Employment and Direct Job Placements)*

Employment (Obtained Employment and Direct Job Placements) reflects the total number of Direct Job Placements (DJP) and Obtained Employment (OE) in EMD/EM during the reporting period.

Data Source: The data will be obtained from EMD/EM.

15) *Employed 2nd Quarter After Exit*

Employed 2nd Quarter After Exit reflects the number of WIOA participants who exit and are employed in the second quarter after exiting. It is divided by the number of WIOA participants who exit during the reported period.

The total number of WIOA participants who obtained employment at the 2nd Quarter mark, post exit.

Divided by the total # of WIOA participants who exit during the reporting period.

Data Source: EMD/EM, Work Number, Wage Credit.

16) *Employed 4th Quarter After Exit*

Employed 4th Quarter After Exit reflects the number of WIOA participants who exit and are employed in the fourth quarter after exiting. It is divided by the number of WIOA participants who exit during the reported period.

The total number of WIOA participants who obtained employment at the 4th Quarter mark, post exit.

Divided by the total # of WIOA participants who exit during the reporting period.

Data Source: EMD/EM, Work Number, Wage Credit.

17) *Average Days to Employment*

Average Days to Employment is defined as the total number days it takes a jobseeker to attain employment after registering in EMD/EM. The measure will consider both Direct Job Placements and Obtain Employment, after the WP EMD/EM registration/participation date. All hire dates shall be within the reporting period.

Data Source: The data shall be obtained from the EMD/EM systems.

18) *Employment/Job Placement Average Wage*

Employment/Job Placement Average Wage reflects the sum of the hourly wages of all the WP Job Placements (DJP's only) divided by the number of WP Job Placements in EMD/EM during the reporting period.

The sum of the hourly wages (DJP's only).

Divided by # of WP job placements.

Data Source: The data will be obtained from EMD/EM WP DJPs.

19) *Cost Per Placement*

Cost Per Placement reflects the total contract award earned plus the WFMS allocations (obligated and paid) and share of facilities cost divided by the total number of Job Placements.

The total contract award earned plus the WFMS allocations (obligated and paid) and share of facilities cost.

Divided by the total # of Job Placements.

Data Source: The job placement information is obtained from EMD/EM.

20) *Net Economic Benefit*

Net Economic Benefit reflects the Annual Placement Average Wage subtracted by the Cost per Placement.

$(\text{Placement Avg. Wage} \times 2080 \text{ hours}) - (\text{Cost per Placement}) = (\text{The Net Economic Benefit per Placement})$.

Data Source: The job placement information is obtained from EMD/EM.

21) *Return on the Investment*

Return on the Investment reflects the Net Economic Benefit per Placement divided by the Cost per Placement.

The Net Economic Benefit per Placement.

Divided by the Cost per Placement.

Data Source: The placement information is obtained from EMD/EM.

C. QUALITY ASSURANCE (QA) KEY INDICATORS

1) *Outreach to Jobseekers*

Outreach to Jobseekers reflects the number of jobseekers enrolled in EMD/EM with at least one (reportable) staff assisted service recorded in EMD/EM.

Data Source: The data will be obtained from the WP Incomplete Registration Report.

2) *Work Registration – Initial Assessment*

Work Registration-Initial Assessment reflects the number of jobseekers enrolled in EMD/EM with an Initial Assessment Application (IAA), and complete full registration divided by the number of jobseekers enrolled in EMD/EM with at least one staff assisted service recorded.

Data Source: The data will be obtained from the WP Incomplete Registration Report.

3) *Work Registration – EMD/EM Complete Registrations*

Work Registration-EMD/EM Complete Registrations reflects the number of fully registered jobseekers enrolled in EMD/EM with at least one recorded staff assisted service divided by the total number of jobseekers (full and partial registration) enrolled in EMD/EM with at least one staff assisted service recorded.

Note: A complete EMD/EM registration must include all of the following components; a complete and current General Information section containing a verified residential and mailing address, a valid telephone number, and e-mail address.

Data Source: The data will be obtained from the WP Incomplete Registration Report.

4) *Quality of Jobseeker Referrals to Jobs*

Quality of Jobseeker Referrals to Jobs reflects the number of jobseekers referred to job orders EMD/EM by staff divided by the number of staff referrals made to job orders in EMD/EM.

Data Source: The data will be obtained from the WP Referral to Placement Ratio Report.

5) *Follow-up with Jobseeker Referrals to Jobs*

Follow-up with Jobseeker Referrals to Jobs reflects the number of staff issued jobseeker referrals that are “not specified” or “outstanding” in EMD/EM WP job orders divided by the number of staff referrals that result in either (“hired” or “not hired”) in EMD/EM WP job orders.

Data Source: The data will be obtained from the WP Job Order Report.

6) *Manage Exits/Follow-up*

Manage Exits/Follow-up reflects the number of jobseekers exiting EMD/EM WP with employment divided by the number of jobseekers exiting EMD/EM WP.

Data Source: The data will be obtained from the WP Soft Exit Application/Report.

7) *Manage Job Orders/Follow-up with Employers*

Manage Job Orders/Follow-up with Employers reflects the number of EMD/EM WP job orders that are “Expired, Fully Referred, or on Hold” and the total number of EMD/EM WP job orders that are “Open”.

Data Source: The data will be obtained from the WP Job Order Report.

8) *Average Duration of Jobseekers Unemployed*

Average Duration of Jobseekers Unemployed reflects the average length of time all the WP Jobseekers were unemployed since the WP enrollment date with no job placement on its current EMD/EM Application ID history.

Data Source: The data will be obtained from the WP Incomplete Registration Report and Unemployment Tool.

9) *Manager TANF/CAP Caseload*

Manager TANF/CAP Caseload reflects the number of items met on the CAP Review Tool divided by all the items on the CAP Review Tool.

Data Source: The data will be obtained from the CAP Review Tool.

10) *Outreach to Employers Report – Employer Penetration Report*

Outreach to Employers Report-Employer Penetration Report reflects the percent increase of new employers served for the first time during the program year divided by last program year’s total number of new employers served.

Data Source: The data will be obtained from the Employer Penetration Report.

11) *Supplemental Nutrition Assistance Program (SNAP) Engagement*

Supplemental Nutrition Assistant Program (SNAP) Engagement reflects the number of SNAP participants referred by Department of Children and Families (DCF) that are assigned to countable activities and have a minimum of one JPR hour logged in OSST.

Data Source: The data will be obtained from OSST.

**PROGRAM DESIGN AND SERVICE DELIVERY
WORKFORCE SERVICES
JULY 1, 2021 – JUNE 30, 2022**

I. INTRODUCTION

Workforce Services shall be provided in accordance with the Workforce Innovation and Opportunity Act (WIOA), Public Law (P.L. 113-128), Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Family Self Sufficiency (Chapter 414 F.S.) and all other applicable federal, state and local laws and regulations.

The Contractor shall provide services to individuals with barriers to employment which include, but are not limited to the following:

- Displaced homemakers;
- Low-income individuals;
- Indians, Alaska natives, and native Hawaiians;
- Individuals with disabilities, including youth with disabilities;
- Older individuals (age 55 and older);
- Ex-offenders;
- Homeless individuals, including homeless children and youths;
- Youth who are in or have aged out of the foster care system;
- Individuals who:
 - Are English language learners;
 - Have low levels of literacy (an individual is unable to compute or solve programs, or read, write, or speak English at a level necessary to function on the job, or in the individual's family, or in society); and
 - Face substantial cultural barriers;
- Are eligible migrant and seasonal farmworkers;
- Are within two (2) years of exhausting lifetime TANF eligibility;
- Are single parents (including single pregnant women);
- Are long-term unemployed individuals (unemployed for twenty-seven (27) or more consecutive weeks); and
- Are in such other groups as the Governor of Florida determines to have barriers to employment.

II. WORKFORCE SERVICES

A. Workforce Services to Businesses

Workforce Services to businesses is a critical component of the Workforce Services delivery system. The Workforce Services provide a direct value to a business while enhancing the ability of the workforce system to achieve optimal levels of job placement and job placement assistance. The Workforce Services provided to a business shall be designed to increase the employer penetration rate, repeat business customer rate, and retention rates with the same employer while improving job development and matching processes for jobseekers. "Job Placement" shall be the main focus.

The Contractor's Employer Services staff (i.e. Employer Specialists and Placement Specialists) shall be focused on business development, major job fairs (i.e. identifying, attending, obtaining and providing space for on-site interviews and skill matching), specialized recruitments, mass hiring, promotion of business incentives including Customized Training Programs (CT), Incumbent Worker Training (IWT), On-the-Job Training (OJT), Paid Work Experience (PWE), Transitional Jobs (TJ), and Entrepreneurial and Self-Employment Training (ESET).

The Contractor's Employer Services staff shall interact with the business community to address its current and anticipated labor needs, educate the business community about the services available through the SFWIB, and continually assess said needs for timely service delivery.

The Contractor's Employer Services staff shall partner with and/or join economic development agencies, chambers of commerce, industry focus groups, major job fairs, promotion of IWT, CT and implement the SFWIB's Strategic Plan.

1. The Contractor shall:

- a.** Conduct outreach and provide employer services to new (not served within current program year) businesses to increase employer penetration rate;
- b.** Conduct outreach and provide employer services to existing businesses to increase the repeat business customer rate;
- c.** Enter employer contact information into Salesforce and record all services provided to employers in Employ Miami-Dade (EMD)/Employ Monroe (EM), the Customer Relationship Management (CRM) system, and other systems as designated by the SFWIB;
- d.** Submit a Salesforce survey business plan to the SFWIB/CSSF Business Services Unit before the end of the first quarter of the program year;
- e.** Ensure that the designated CareerSource center staff develop job placement opportunities for jobseekers and converts these opportunities into job orders;
- f.** Ensure the center director and staff provides services to businesses in a professional manner, while utilizing the highest standards of ethics. Said services shall be appropriate and delivered timely under the direction and supervision of the center director;
- g.** Participate in Salesforce training and webinars;
- h.** Send a Salesforce survey to each employer serviced utilizing the procedures as outlined on the Salesforce website;
- i.** Submit progress reports on survey activity on a quarterly basis to the SFWIB/CSSF Business Services Unit. Maintain a minimum of thirty percent (30%) employer response rate to surveys;
- j.** Provide customized services to meet the specific needs of each business;
- k.** Provide and maintain standardized service delivery in accordance with federal, state, and the SFWIB's policies and procedures;
- l.** Develop and coordinate training services for businesses;
- m.** Develop and coordinate community service and work experience worksites;
- n.** Develop and coordinate, at a minimum, three (3), specialized recruitments per month for businesses within the One Community One Goal (OCOG) targeted industries;
 - 1)** Identify and prepare jobseekers to be job candidates by providing individualized services (i.e. work preparation activities);
 - 2)** Prioritize submission of qualified candidate resumes to the SFWIB's Business Services Representative for time-sensitive special project and recruitment initiatives; and
 - 3)** Develop and coordinate recruitments through the posting of job orders, conducting job fairs, providing space for on-site interviews and skill matching, etc.
- o.** Develop and coordinate opportunities for program participants through established relationships with businesses in Miami-Dade and Monroe Counties;
- p.** Provide skills testing and screen potential employees for employers through software tools to evaluate skill sets, abilities and qualifications that meet the business needs;
- q.** Job match qualified jobseekers and program participants who meet the business' minimum requirements;
- r.** Provide follow-up services to businesses to assess satisfaction with services received; document and share results with the SFWIB/CSSF Business Services Unit;

- s. Provide leads of companies who may be interested in information on tax credits and financial incentives for available training services such as the IWT and OJT;
 - t. Coordinate with staffing agencies and other organizations that provide placement services to ensure adequate employment opportunities exist for jobseekers and program participants;
 - u. Coordinate with the SFWIB's Reemployment and Emergency Assistance Coordination Team (REACT) Coordinator to conduct rapid response activities for businesses that are faced with mass lay-offs, downsizing or closing;
 - v. Provide follow-up services on job orders using EMD/EM and document a case note in the system;
 - w. Promote and develop high-skill, high-wage employment opportunities, which meet the self-sufficiency standard for the region; and
 - x. Actively engage in and promote all regional industry/business initiatives as determined by the SFWIB.
2. For other training activities the Contractor shall:
- a. Track other training services including enrollment, training progress, completion, and reimbursement information by reviewing all systems pertinent to the program funding stream;
 - b. Thirty percent (30%) is allocated to OJT training and at a minimum forty percent (40%) shall be expended on the combined expenditures for OJT and PWE/TJ;
 - c. No more than ten percent (10%) of the training dollars can be expended for PWE/TJ;
 - d. Ensure the center director fully reviews drafts of OJT agreements for accuracy, compliance, and accountability prior to execution;
 - e. Ensure OJT agreements are not initiated within thirty (30) days of contract termination; any exceptions will be at the sole discretion of the SFWIB;
 - f. Reimburse the business as set forth in the SFWIB OJT Policy (Section VIII (C) (10)) and the SFWIB's OJT Procedures. Failure to submit the required documentation will result in disallowance;
 - g. Reimburse the business at the time of completion for any CT, IWT and ESET certificates awarded as set forth in the SFWIB's policies and procedures;
 - h. Obtain the appropriate signatory for the business on all agreements, including, but not limited to, CT, IWT, OJT, PWE, and ESET as set forth in the SFWIB applicable policies and procedures;
 - i. Cooperate with the SFWIB/CSSF Business Services Unit to reconcile discrepancies and other training services-related issues;
 - j. Be solely responsible for ensuring the participant(s) is eligible for the applicable funding stream in accordance with federal and state laws, and the SFWIB's policies and procedures;
 - k. Be solely responsible for ensuring the business is eligible to enter into an SFWIB-funded agreement in accordance with federal and state laws, and the SFWIB's policies and procedures;
 - l. Be solely responsible for payment to the business with whom the agreement was entered into by the Contractor; in the event the Contractor refers ineligible program participants to any SFWIB-funded OJT, IWT, TJ, CT, PWE, or ESET agreement; and
 - m. Be solely responsible for payment to the business with whom the agreement was entered into by the Contractor, if the Contractor fails to enter the required participant information into the appropriate Management Information Systems (MIS) for the SFWIB-funded OJT, IWT, CT, TJ, PWE, or ESET agreements.

B. Workforce Programs

1. Wagner-Peyser (WP)

The Wagner-Peyser Act of 1933, as amended by WIOA, stipulates specific guidelines regarding the registration of jobseekers and the provision of services to employers. WP employment services are based upon the general concept that the basic purpose of these services is to bring jobseekers and employers together to find suitable employment matches. The Contractor shall:

- a. Make available labor exchange services to all employers and jobseekers including, but not limited to, Re-employment Assistance (RA) claimants, veterans, migrant and seasonal farm workers and individuals with disabilities.
- b. Be responsible for the management of Florida Department of Economic Opportunity (DEO) staff as per **Article IV, Section B-SFWIB Assigned Staff of Exhibit A, Statement of Work**.
- c. Ensure that DEO staff provide and document service delivery to all jobseekers and employers regardless of the ability to meet wage and placement requirements. All jobseekers are entitled to a basic level of services.
- d. Submit the WP Complaint Resolution System Log, EMD/EM Center Referral to Placement Ratio Report, and EMD/EM Soft Exits Report by the 10th of each month to the Adult Programs Unit (**See Exhibit E, Reporting Requirements**).
- e. Have a Migrant Seasonal Farm Workers (MSFW) Outreach Worker at Career centers where ten percent (10%) or more of the jobseeker population are MSFW. The MSFW Outreach Worker is responsible for the provision of MSFW services, the submission of MSFW Reports Log of Daily Activities and the MSFW Monthly Report by the 5th day of the following month to the Monitor Advocate.
- f. Be responsible for the provision of Reemployment Services and Eligibility Assessment services (RESEA) as follows:
 - 1) The RESEA program is designed to help RA beneficiaries find jobs in an effort to shorten the duration of claims and lead to fewer erroneous payments, resulting in savings to the RA Trust Fund and Employer Taxes. RESEA Claimants require staff assistance.
 - 2) The Contractor shall provide documented service delivery to all RESEA participants. Staff will schedule appointments and conduct individual and in-person reemployment assessments as per applicable federal, state and SFWIB program guidelines, policies and procedures.
- g. Be responsible for the provision of the Veterans Employment Services program as follows:
 - 1) Provide priority services to veterans, especially disabled veterans, and develop linkages with other agencies to promote employment opportunities for veterans, in accordance with **Article V, Section T-Veterans' Priority Provisions** of this Contract. The Contractor shall submit the Manager's Report on Services to Veterans by the 5th day of the first month of each quarter to Adult Programs Unit (**See Exhibit E, Reporting Requirements**).
 - 2) Promote the Military Family Employment Advocacy Program, which provides military spouses and their families with career services to assist them when there is a service member on active duty with the armed forces and refers eligible program participants to the Area's Military Family Employment Program Advocate.
- h. Intake and eligibility for services shall be conducted before receipt of basic, individualized, and follow-up services. Each of these services shall be made available to eligible jobseekers. The Contractor shall provide these jobseeker services following the **Talent Development Flow Process (set forth in Attachment 1 of Exhibit A, Statement of Work)** as follows:
 - 1) **Intake**
 Intake is the collection of required documentation from jobseekers. The intake process includes, but is not limited to:
 - a) General orientation: provides the jobseeker with information pertaining to the services that are provided at the centers.
 - b) Initial application: basic demographic and background information is collected; it also identifies employment barriers and specifies skill levels and gaps in specific areas. The initial application is accessible to the jobseeker through the kiosk. All new registrations should be via the kiosk and include the creation of an electronic case file.

- c) Complete EMD/EM registration must include all of the following components: a complete and current general information section containing a verified residential and mailing address, a valid telephone number, and e-mail address. The jobseekers must also have been assigned an occupation title and occupation code (O*NET code). Additionally, staff must complete the background wizard section to include the education profile, the employment history with previous hourly wages, and O*NET code. To complete the registration, the jobseeker must have an active/online résumé that is viewable to employers, with a valid telephone number and e-mail address.
- d) Literacy, numeracy, and skills testing will be determined using an assessment approved by the SFWIB.

2) Eligibility of Services

The Eligibility of Services is the determination of whether an individual is eligible to receive assistance under WIOA. Eligibility of Services is made upon reviewing documents collected during intake and shall be used to assist staff in determining if the participant is eligible for enrollment under WIOA. Staff should use all available resources to reduce the amount of information requested from the participant to determine eligibility (i.e. Sntax or Public Assistance Records). Referral to services shall ensure emphasis is placed on identifying barriers to employment, opportunities to improve skills and ways to acquire credentials and assist in the development of career pathways for talent pipelines, which results in better job candidates and employment outcomes.

The Contractor shall determine eligibility for each of the SFWIB-funded programs (i.e. WIOA and TANF). The Contractor shall only have SFWIB Workforce Programs Eligibility certified (trained and approved by the SFWIB) staff conduct Workforce Programs' Eligibility.

2. WIOA

The Workforce Programs to be provided shall be in accordance with WIOA. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. WIOA strategically coordinates the core federally funded programs for skill development. Specifically, 1) the Department of Labor administers employment and training services for adults, dislocated workers, and WP employment services that are funded through formula grants to states; and 2) the Department of Education (DoED) administers adult education, literacy programs and Vocational Rehabilitation state grant programs that assist individuals with disabilities obtain employment.

In addition, WIOA authorizes other programs administered by DoED and the Department of Health and Human Services for specific vulnerable populations, including the Job Corps, YouthBuild, Indian and Native Americans, and Migrant and Seasonal Farmworker programs. WIOA is designed to help jobseekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. The Contractor shall:

- a. Provide a continuum of services to adults and dislocated workers that, depending on the needs of the participant, may require varying levels of individualized career services and follow-up activities. CareerSource centers are required to conduct regular follow-up activities prior to the second and fourth quarter after the participant exits. Availability of funds, in conjunction with an individual's needs and eligibility guidelines, shall determine the appropriate combination of services to provide to individuals.
- b. Be responsible for the WIOA eligibility determination and verification, collection of the required supporting documentation, completion and submission of all necessary eligibility documents and maintenance of documentation.
- c. Utilize the WIOA Adult/National Emergency Reserve (NER) funds as part of the WIOA Adult employment and training services/activities following the WIOA Adult Program policies and procedures, if funds are allocated.

- d. Utilize the WIOA Dislocated Worker/Rapid Response Supplement in order to address rising unemployment rates and increased demands for assistance and training, following the WIOA Dislocated Workers policies and procedures.

Ensure that a center representative works with Workforce Development Area 23's (Area 23) REACT Coordinator and, when necessary, is on-site at the scheduled date and time to provide the affected employees with the necessary information about services available. The REACT assists workers who have been or will be dislocated from their jobs due to a business or plant closure, a major employer downsizing, natural disasters, such as floods, fires, hurricanes, tornadoes, or other acts of nature that cause the dislocation of fifty (50) or more workers. The REACT Coordinator in Area 23 responds when notices are received under the Worker Adjustment and Retraining Notification Act or when requested by an employer.

A. WIOA Eligibility

Eligibility determination and registration shall include: (1) completed WIOA Application; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EMD/EM Management Information System.

1. Adult (and NER)

All adults shall meet the WIOA Adult eligibility criteria listed below:

- a. 18 years of age or older; and
- b. Is a resident of Miami-Dade County or Monroe County; and
- c. A citizen of the United States; or an eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
- d. In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
- e. Provide the highest grade completed; and
- f. Provide proof of veteran status, if applicable; and
- g. If employed, determined low income as defined by the SFWIB.
 - A maximum of ten percent (10%) of all WIOA new enrolled participants can be employed at participation.
- h. **Homeless Person (HP)**

HP refers to an eligible WIOA Adult that is identified in EMD/EM as meeting the United States Department of Housing and Urban Development's definition of a Chronically Homeless Person at the time of WIOA Application, which includes:

- A participant who resides in places not meant for human habitation, such as cars, parks, sidewalks, and abandoned buildings.
- A participant who resides in an emergency shelter.
- An unaccompanied homeless individual with a disabling condition who has either been continuously homeless for a year or more or had at least four episodes of homelessness in the past three (3) years. A disabling condition is defined as "a diagnosable substance use disorder, serious mental illness, developmental disability, or chronic physical illness or disability including the co-occurrence of two or more of these conditions.

2. Dislocated Workers (and Rapid Response)

All Dislocated Workers shall meet the WIOA Dislocated Worker eligibility criteria listed below:

- a. 18 years of age or older; and
- b. Is a resident of Miami-Dade County or Monroe County; and

- c. A citizen of the United States; or an eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
- d. In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
- e. Provide the highest grade completed; and
- f. Provide proof of veteran status, if applicable; and
- g. Demonstrate that employment could not be obtained prior to eligibility.

In addition to the above general eligibility factors to qualify as a Dislocated Worker, an individual shall meet one or more of the following criteria:

- a. Terminated or laid off or received notice of termination or layoff, and is eligible for or has exhausted entitlements to RA formerly Unemployment Compensation (UC), and is unlikely to return to previous industry or occupation;
- b. Attached to workforce, but not eligible for or not entitled to RA, or the employer is not covered under the state UC law, and is unlikely to return to previous occupation or industry;
- c. Terminated, Laid-off or Notified of Permanent Closing of Plant or Facility, Substantial Lay-off;
- d. General announcement of facility closing, date required;
- e. Previously self-employed (including employment as a farmer, a rancher, or a fisherman), but is unemployed as a result of general economic conditions or natural disasters in the community that the individual resides; or
- f. Displaced homemaker: An individual who has been providing unpaid services to family members in the home and has been dependent on the income of another family member, but is no longer supported by that income; or is the dependent spouse of a member of the Armed Forces on active duty and whose family income is significantly reduced because of a deployment, or a call or order to active duty, or a permanent change of station, or the service-connected death or disability of the member; and is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment;
- g. The spouse of a member of the armed forces on active duty who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or

The spouse of a member of the armed forces on active duty who is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

B. WIOA Services

WIOA Services can be informational in nature or service intensive. Staff should make every attempt to enroll eligible participants in WIOA to help increase the possible options that could be available for that participant. WIOA services include, but are not limited to:

1. Labor exchange services: This service provides jobseekers with job search and placement assistance, and in appropriate cases, career counseling, which includes information on in-demand industry sectors and occupations. Additionally, these services provide jobseekers with information on non-traditional employment and specialized recruitments targeting specific occupations or industries.
2. Current Labor Market Information (LMI): Jobseekers are provided the most current LMI available in an easy to understand and readily accessible format. The information includes job vacancy listings, job skill requirements necessary to obtain the job, information relating to local opportunities and earnings, and opportunities for advancement in such occupations.
3. Information and referrals on specific programs and services available in the community: Referrals are made to and activities are coordinated with other programs and services including other

service or resource partners and vendors, to provide ancillary services within the one-stop delivery system and in appropriate cases, other workforce development programs; referrals shall be done through the Universal Referral Form.

4. Information and assistance regarding filing RA: The Contractor must provide meaningful assistance to individuals seeking assistance in filing an RA claim. Meaningful assistance means: (a) providing assistance on-site using staff well trained in UC claims filing and the rights and responsibilities of claimants; or (b) providing assistance through trained and available staff, by phone or via other technology, within a reasonable amount of time. Assistance must be made available to jobseekers who come into the CareerSource centers for assistance in filing an RA claim and jobseeker have been identified as having barriers to filing a claim without assistance, such as those individuals who have been identified as having limited English proficiency or disabilities.
5. Performance, cost information: Information about performance accountability measures and any additional performance information relating to the center's delivery system is provided in usable and understandable formats and languages.
6. Supportive service information: This service provides referrals to resources available through the SFWIB and/or the community to help reduce and/or eliminate barriers to employment. These services include: transportation, child care, dependent care, housing and needs-related payments that are necessary to enable an individual to participate in authorized activities.
7. Comprehensive Assessment: Each jobseeker who is eligible for services shall receive comprehensive and specialized assessments of their skill levels and service needs, which include diagnostic testing and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals. This process is intended to assist participants in identifying strengths, transferable skills, interests, work values, and priorities. This comprehensive objective assessment process underlies the development of an employment plan, which serves as each participant's road map to services and should include the participant's employment goals.
8. Individual Employment Plan: An individualized employment plan will be developed to identify the employment goals, achievement objectives, and appropriate combination of services or steps for the participant to achieve employment goals. The employment plan includes information on eligible training services providers and career pathways to attain career objectives.
9. Prevocational Services (Employability Skills): Short-term prevocational services include assisting the participant in developing any the following: learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training opportunities.
10. Out-of-area Job Search: This service provides jobseekers with out-of-area job search and relocation assistance.
11. Internship/Work Experience: An internship is when a participant works in an organization, sometimes without pay, in order to gain work experience or satisfy requirements for a qualification. Contractors may coordinate internship opportunities within the private for profit sector, non-profit sector, or public sectors. Regardless of the sector chosen, labor standards will apply in any work experience setting where there is an employee/employer relationship, as defined by Fair Labor Standards Act.
12. Workforce Preparation: This service includes activities, programs, or services designed to help an individual acquire a combination of basic academic, critical thinking, digital literacy, self-management skills, and competencies in utilizing resources, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, training or employment.
13. PWE: This is career preparation for participants at a worksite. It is designed to expose participants to careers and jobs, help participants develop pre-employment and work maturity skills and build occupation knowledge and technical skills by doing real work. This work facilitates active learning, exploration of interests; development of research and project based skills, development of teamwork skills, assists participants with making connections between workplace duties and

related coursework, and provides participants with training about workplace safety and other issues.

14. **Financial Literacy Services:** This service provides participants with information pertaining to creating household budgets, initiating savings plans, and making informed financial decisions about education, retirement, home ownership, wealth building, and other savings goals. This service affords jobseekers with the opportunity to learn effective spending management methods, including addressing credit card debt. Financial Literacy Services include activities that address the financial literacy needs of non-English speakers, including the development and distribution of multilingual financial literacy and education materials.
15. **English Language Acquisition:** If it is determined that the jobseeker needs the interpretive services to utilize the resources of CareerSource South Florida then an appropriate referral shall be made. The Contractor shall provide services in accordance with the SFWIB's Limited English Proficiency Policy.
16. **Support Services:** The Contractor shall provide, coordinate, and pay for support services for jobseekers when a funding source so allows, but the Contractor shall only be authorized when: (1) a need has been identified; (2) the program participant is in compliance with all program requirements; (3) the participant will not be successful without this service(s); and (4) no other funding is available to pay for such services. The provision of support services shall be managed in a cost efficient manner. Referrals for support services shall be made to community agencies when the funds are not available. These services are subject to funding availability in accordance with the SFWIB's established policies and procedures. Referrals shall be done through the Workforce Management System (WFMS). Supportive services may include, but are not limited to, transportation assistance, training materials or other SFWIB approved items.
17. Contractors may assist jobseekers in obtaining training at any approved training vendor and that training shall be paid through an Individual Training Account (ITA).
 - a. **ITA**
 - 1) The Contractor shall provide training services to individuals who: (1) meet the eligibility requirements after an interview, evaluation or assessment, and career planning; (2) has demonstrated employment could not be retained nor obtained; (3) are determined to be in need of training services by only receiving career services; (4) has the skills and qualifications to successfully participate in a selected program, that are directly linked to employment opportunities in the region; and (5) are unable to obtain other grant assistance or need assistance above the levels provided by such other grants. Training services shall be administered in accordance with the SFWIB's ITA policies and procedures.
 - 2) The Contractor shall adhere to the SFWIB's procedures regarding WFMS data reconciliation between Training Vendors and Workforce Services Contractors.
 - 3) The Contractor shall individually assess eligible participants for training prior to the issuance of an ITA voucher. In an effort to assist participants in selecting a training program that he/she is likely to succeed in, which would ultimately contribute to the attainment of economic self-sufficiency, consideration will be given to a participant's academic and employment background as well as short- and long-term career interests during the assessment process.
 - 4) Upon the participant's selection of an occupational training area, the Contractor shall furnish him/her with a Consumer Report Card showing the performance (e.g., completion, placement, and training-related placement rates) of Training Vendors' programs linked to that occupational training area.
 - 5) The Contractor shall ensure that all participants requesting training using an ITA apply for Title IV, federal, financial aid, including, but not limited to, the Pell Grant by completing the Free Application for Federal Student Aid.

- 6) The Contractor shall inform the participant if he/she is not Pell eligible, the school is not Title IV eligible or will be required to obtain student loans and/or other financial aid to cover the cost of the program not covered by the ITA.
- 7) The Contractor shall issue vouchers for training within the same Program Year in which service(s) was/were rendered.
- 8) The Contractor shall track participants' training progress, including enrollment, completion, and placement information, in the applicable MIS.
- 9) To promote the entry of consistent and accurate data in the WFMS, the Contractor shall cooperate with Training Vendors to resolve and reconcile discrepancies in participant's data in the Reconciliation Tool. The contractor shall conduct a monthly review/reconciliation of all ITAs. Trainings offered include, but are not limited to:
 - i. Vocational/Occupational Skills Training (OST); and
 - ii. Adult Education and Literacy Combined with Vocational/OST Training.
- 10) Upon completion of training services, the Contractor shall assist participants in securing employment in the field that he/she was trained, or a related field.

It is the sole responsibility of the Contractor to ensure that participants are eligible to receive ancillary services and have been entered into the appropriate MIS prior to referral.

b. Other Training Services

The Contractor shall offer an array of training services to eligible jobseekers and employed workers. The Contractor shall administer training services in accordance with the SFWIB's applicable policies and procedures.

Trainings offered include, but are not limited to:

- 1) IWT is provided to an employer's current staff to improve workforce quality through enhanced skills attainment, productivity and competitiveness. The employer may be reimbursed a percentage of the total training costs for workers that successfully complete training (as set forth in the SFWIB's Policy for IWT).
- 2) CT is designed to meet special requirements of an employer(s) that is conditioned on a commitment from the employer(s) to employ, or continue to employ an individual. Upon successful completion of the training, the employer pays a percentage of the training costs (as set forth in the SFWIB's Policy for CT).
- 3) OJT provides an opportunity for participants to learn necessary job skills through paid full-time employment.
- 4) PWE is another form of work-based training authorized by WIOA. PWE jobs are subsidized, time-limited transitional work experiences in the public, private or nonprofit sectors, for individuals with barriers to employment who are chronically unemployed or have an inconsistent work history, which are combined with comprehensive career and supportive services.
- 5) ESET provides the basics of starting and operating a small business.

c. Training Participation Requirement

The Contractor agrees to expend one-hundred percent (100%) of the WIOA funds allocated for authorized training. Authorized training may include: IWT, CT, OJT, PWE, and ITA expenditures. ITA training expenditures are limited to tuition, books and fees of Training Vendors and other training services prescribed and authorized by the WIOA and the SFWIB. Any unearned funds will be pooled and disbursed equally amongst providers who exceeded their target training goals set forth in **Exhibit A, Statement of Work, Attachment 3-CSSF Balanced Scorecard Performance Requirement**.

3. Trade Adjustment Assistance (TAA)

Trade Adjustment Assistance (TAA) under the Trade Adjustment Assistance Reauthorization Act of 2015, Title IV of the Trade Preferences Extension Act of 2015 (Public Law 114-27) is designed to assist workers who have been laid off or whose jobs have been threatened as a result of foreign competition. Workers covered under a certified Trade Act petition are eligible to receive an array of services and benefits, which include training, reemployment services, job search, relocation allowances, Trade Readjustment Allowances (TRA) and Wage Subsidy for older workers.

- The Contractor shall manage the TAA training and employment services and shall follow federal and state program policies and guidelines as well as the SFWIB's policies and procedures.
- The Contractor shall provide documented service delivery to all TAA participants, including the initial assessment, referrals to training, career management and documentation for TRA, which is support income for participants in training.

4. Career Advancement Program (CAP)/Temporary Assistance to Needy Families (TANF)

TANF dollars may be utilized for individuals who are eligible for TANF, but are not currently receiving cash assistance. On a local level, TANF is administered through CAP. TANF dollars shall only be utilized to serve one of the four purposes of TANF, which are described herein. Individuals shall be screened for TANF eligibility prior to the provision of services.

Under TANF, a "family" shall include a pregnant individual or a parent with one or more minor children or a caretaker with one or more minor children. Note: Minor child means a child living at home with the parent or caretaker, or under nineteen years of age if the child is a full-time student in a secondary school, or at the equivalent level of vocational or technical training and does not include anyone who is married or divorced. TANF eligible families can be:

Applicants (which means that they are applying to receive cash assistance);

Current participants (which means they are currently receiving cash assistance);

Former participants and currently earning up to 200% of the poverty level;

Eligible families who have never been on cash assistance are TANF eligible as described above and are earning up to 200% of the poverty level; or

A non-custodial parent of a child who is TANF eligible.

The **Four (4) purposes** under TANF guidelines are:

- ✓ **Purpose 1-** To "provide assistance to needy families so that the children may be cared for in their homes or in the homes of relatives."
- ✓ **Purpose 2-** Is intended to "end the dependence of needy parents on government benefits by promoting job preparation, work and marriage."
- ✓ **Purpose 3-** Is intended to "prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies."
- ✓ **Purpose 4-** Is intended to "encourage the formation and maintenance of two-parent families."

a. CAP Eligibility

The Contractor shall manage the CAP caseload including, but not limited to, work registration of TANF applicants, assessment of and assignment to work activities that lead to employment, daily management of CAP participants towards self-sufficiency, weekly system tracking of participation in the One-Stop Service Tracking (OSST), timely requests of sanctions for non-participation, follow-up to determine appropriate disposition, managing requests for hardship exemptions to mandated time limits, developing and/or updating employment plans, and good cause deferrals from program participation.

As a management tool, the Contractor shall conduct a review of all the CAP mandatory open cases during the reporting month utilizing the **TANF/CAP Performance Desk Review Tool** and shall meet the required standards.

b. CAP Services

The Contractor shall:

- a) Follow the Talent Development Flow Process (**set forth in Attachment 1 of Exhibit A, Statement of Work**) for Intake and Eligibility for Services for all applicants and mandatory participants **prior** to assigning them to a countable work activity.
- b) Establish career pathways ensuring that assignments into countable work activities focus on providing the participants with the opportunity to acquire skills and/or credentials that will lead to positive employment outcomes. This shall include validating the skills and credentials needed for the participant to fill talent pipelines and providing work based training and learning opportunities.
- c) Conduct additional assessments as needed and establish an Individual Employment Plan if the participant is in need of Individualized Services. The plan must include long and short-term employment goals, objectives that are necessary for accomplishing the goals, and an outline of the steps necessary to assist the jobseeker with achieving self-sufficiency, as required by federal, state and local procedures and using the SFWIB approved assessment tools.
- d) Dually enroll a minimum of fifty percent (50%) of active CAP participants in the WIOA Adult program prior to engagement in countable work activities. This fifty percent (50%) may also include cases in follow-up; this measure will be reviewed monthly and contracted providers will be required to maintain this level throughout the program year.
- e) Collect supporting documentation for CAP participation for Job Participation Rate updates on a weekly basis.
- f) Provide consistent monitoring of each participant to ensure that adequate and appropriate referrals are made to services available in the center or within the community.
- g) Provide consistent monitoring of each participant to ensure that adequate and appropriate referrals are made to countable work activities and document the participation of each referred individual in accordance with the SFWIB's established policies and procedures for each activity.
- h) Develop paid and unpaid opportunities for participants utilizing OJT, Community Service (CS), Work Experience (WE) and/or Subsidized Employment.
- i) Document CAP communication and participation in the OSST and in the participant's case file. All instructions provided to the participant regarding program participation and requirements shall be outlined and signed by the participant and center staff, as well as recorded in the Plan Development - Steps to Sufficiency.
- j) Track the CAP participant's failure to participate in a timely manner in accordance with federal, state, and local procedures. Requests for sanctions on CAP participants must be submitted to the Department of Children and Families (DCF) in accordance with DCF guidelines.
- k) Prior to imposing a Level (3) sanction, document contact with the participant using case notes in OSST or conduct a pre-sanction home visit within the ten (10) day pre-penalty period.
- l) Ensure Pre-Penalty Reengagement-Activities remain open. Consistent monitoring and tracking of a CAP participant's progress shall continue until the family is no longer receiving cash assistance. If the participant is receiving cash assistance, a daily telephone call prior to the expiration of the ten day penalty period shall be attempted and documented in OSST case notes and an appointment letter e-mailed with a delivery receipt. A copy of the delivery receipt should be printed and placed in the participant's case file or electronic file. In the event e-mail communications fail, then a letter should be mailed. After three (3) failed attempts to contact the participant (telephone contact information is not current or the telephone is disconnected, e-mail address incorrect or no response to e-mail, a weekly home visit is required in lieu of the daily telephone contact. Case notes shall be entered in OSST for every attempt until the participant is no longer receiving cash assistance.
- m) Ensure Sanction Reengagement-Activities shall remain open. Consistent monitoring and tracking of a CAP participant's progress shall continue until the family is no longer receiving

cash assistance. Actual hours of participation shall be updated. A weekly telephone call, an appointment e-mailed or letter mailed to the participant and for level three (3) sanctions a minimum one home visit is required. A weekly reengagement case note shall be entered in OSST.

- n) Assess and recommend hardship extension(s) and record information in OSST in accordance with local procedures.
- o) Make accessible TANF/CAP Additional Program Services-Cash Assistance Severance, Relocation Assistance, Up-Front Diversion Services, and Transitional Services available for individuals who meet specific criteria in accordance with federal, state, and local procedures.
- p) Develop an Alternative Responsibility Plan (ARP) to manage deferrals from program participation.

5. Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T)

SNAP E&T is Florida's Plan to establish work provisions and participation requirements for non-exempt Able-Bodied Adults without Dependents (ABAWD). Program engagement allows the participant to gain the skills necessary to obtain and maintain employment at a living-wage. SNAP recipients are required to engage in work activities as a condition of receiving food assistance.

A minimum of fifty percent (50%) of actively engaged SNAP cases shall be dually enrolled in WIOA by the Contractor. This measure will be reviewed monthly and contracted providers will be required to maintain this level throughout the program year. The Contractor will also be required to follow the program policies and guidelines located at the DEO website:<http://www.floridajobs.org/local-workforce-development-board-resources/programs-and-resources/program-resources> and the South Florida Workforce Investment Board's (FWIB's) established policies and procedures.

a. SNAP Eligibility

The Contractor shall manage the SNAP E&T program caseload and engage SNAP recipients identified as ABAWDs in work-related activities as required by the Federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996. To maximize the ABAWDs opportunity to obtain skills, access training and work experience to enhance their employability and become self-sufficient, the Contractor shall ensure participants complete the work registration and a comprehensive assessment(s) prior to referral to SNAP E&T components.

b. SNAP Services

ABAWDs can meet work requirements in a variety of ways, and shall be assigned to eighty (80) hours of activities in the following components:

- 1) Workfare
- 2) Work Experience
- 3) Education
- 4) Vocational Training
- 5) Services offered through the WIOA and TAA programs

The Contractor is responsible for the daily case management in the OSST system, ensuring ABAWDs are meeting their work requirements each month, and timely submission of sanction requests for non-compliance.

6. Reemployment Services and Eligibility Assessment Program (RESEA)

a. RESEA Program Description

The DEO administers the **Re-employment Services and Eligibility Assessment Program (RESEA)** program, which provides temporary wage replacement benefits to qualified individuals who are out of work through no fault of their own and who are able and available to work. The Contractor shall be responsible for the provision of RESEA services.

The Contractor shall:

- Identify RESEA claimant by obtaining and reviewing the report from EMD/EMs interface with RESEA;
- Contact the RESEA claimant for employment services; and
- Ensure the RESEA claimant has completed work registration.

b. RESEA Compliance

The Contractor shall provide RESEA services including, but not limited to: claim filing methods; assisting customer with claim filing; providing the toll free telephone number and web address for the RA office; and providing the RA booklet.

C. Ancillary Services

The Contractor shall offer an array of services to eligible jobseekers and employed workers. The Contractor shall administer the following:

1. Services to Individuals with Disabilities

The Contractor shall provide services to individuals with disabilities as set forth in **Article II, Section U-Persons with Disabilities and Accessibility of Facilities**, of this Contract, the SFWIB's Services to Individuals with Disabilities Policy, and as set forth below:

- a. The Contractor shall assure that programs and activities under this Contract are accessible to and do not discriminate against individuals with disabilities;
- b. The Contractor shall ensure that the physical facilities utilized under this Contract are accessible to individuals with disabilities;
- c. The Contractor shall designate a disability coordinator to establish and implement internal procedures to ensure the Contractor and operational staff are knowledgeable about and comply with the **Article II, Section U-Persons with Disabilities and Accessibility of Facilities**, of this Contract; and
- d. The Contractor shall upload the Disability Coordinator's Report onto the SFWIB's Intranet no later than the 5th of each month. (See **Exhibit E, Reporting Requirements**).

2. Professional Placement Network (PPN) Workshops/Seminars

The Professional Placement Network (PPN) is a program designed to transition professional jobseeker(s) into the workforce or to a meaningful career change.

The Contractor shall designate one employee to actively engage, track, and refer qualified individuals to PPN workshops, and provide job-matching, job referrals, job development, and follow-up services for professionals. PPN designated staff will coordinate activities with the Re-employment Assistance Specialist (REA) and actively join/assist the SFWIB's PPN Coordinator with the PPN workshops and provide outreach to professionals at community colleges, universities, or other educational institutions.

3. Follow-up/Retention Services

After a service(s), the Contractor shall follow-up with participants to ensure that they are on track with their employment plan and offer additional service(s) to retain employment. The Contractor shall provide at least one follow-up service within every ninety (90) days and as required by federal, state, and the SFWIB's policies and procedures. These services are offered to help participants overcome any barriers to employment and place them into employment that will lead to self-sufficiency.

After job placement, the Contractor shall follow-up with participants to ensure that they are employed and retain employment. Job retention assistance shall be provided for not less than twelve (12) months after the first day of employment. These services are offered to help participants placed into employment overcome any problems that may arise during this critical

period and to ensure further progress toward long-term employment and, therefore, self-sufficiency.

III. PERFORMANCE REQUIREMENTS

Applicable workforce performance requirements are established by federal and state laws, CareerSource Florida and the SFWIB.

The Balanced Scorecard Report, along with the other operational reports, acts as a measurement system, strategic management system, and communication tool to assist the Area in exceeding federal performance requirements and the state of Florida Common Performance Measures as well as serving all individuals seeking assistance. The purpose of the Operational Reports is to strengthen the workforce service delivery system and increase its effectiveness and efficiency by simplifying complex measuring systems, integrating multilevel performance indicators and focusing on the basics such as employment outcomes and self-sufficiency.

- A. The Contractor shall ensure that center staff is trained on all Operational Reports, implements strategies that maximize performance outcome potentials to be cost-efficient, and utilizes dual enrollment or other strategies for optimal service delivery.
- B. The SFWIB shall track the performance of the Contractor against established and approved performance standards as described in **Exhibit A, Statement of Work, Attachment 3-CSSF Balanced Scorecard Performance Requirement and Exhibit A, Statement of Work, Attachment 4-CSSF Specifications for Workforce Services Balanced Scorecard Report**. If the Contractor does not satisfy a minimum of sixty-five percent (65%) of the performance measures (standards) for the reporting period, the SFWIB, in its sole discretion, may allow a reasonable period, not to exceed three (3) months, for the Contractor to correct performance deficiencies. If the Contractor fails to improve or correct performance deficiencies, is not meeting sixty-five percent (65%) of the performance measures (standards) within the prescribed time, and if Contractor cannot demonstrate, to the SFWIB's satisfaction, that the deficiencies are caused by extenuating circumstances, the SFWIB shall terminate the contract. If the Contractor fails to meet at least sixty-five percent (65%) of the PY'2021-2022 performance measures by the end of the contract period, the SFWIB will not consider the Contractor for contract renewal and/or future contract consideration for a period not to exceed five years. The SFWIB has the sole authority to determine whether the extenuating or mitigating circumstances are valid. The Job Placements performance measure maximum standard, the CAP mandatory participation rate, and the CAP and SNAP dual enrollment rates are all "no fail" measures, which means the provider must achieve successful performance on sixty-five percent (65%) of the required Balance Scorecard Measures in addition to the "no fail" measures.
- C. Operational Reports can be accessed through <https://iapps.careersourcesfl.com/sfwreports/>, and include but are not limited to:
 1. Consumer Report Card
 2. CSSF Balanced Scorecard Performance Requirement
 3. Review Tool-CAP
 4. WP Performance
 - a) Incomplete Registrations
 - b) Job Orders
 - c) Referral to Placement
 - d) Soft Exit Application
 5. Performance Analysis
 - a) Monthly Placement Targets
 - b) Monthly Placement Actuals
 - c) Monthly Targets vs Actuals
 - d) Targets, Actuals and Referrals

- e) EMD/EM Job Search
- f) DJPOE Diminished Earnings

D. Job Placements

The main goal of Workforce Services is Job Placement either in the form of a Direct Job Placement (DJP), Job Development (JD) or OE.

1. WP OE

WP OE defined in the **Exhibit A, Statement of Work, Attachment 4-CSSF Specifications for Workforce Services Balanced Scorecard Report.**

2. WP DJP/Direct Employment

WP DJP/Direct Employment defined in the **Exhibit A, Statement of Work, Attachment 4-CSSF Specifications for Workforce Services Balanced Scorecard Report.**

3. WP Job Development Placement

WP Job Development Placement defined in the **Exhibit A, Statement of Work, Attachment 4-CSSF Specifications for Workforce Services Balanced Scorecard Report.**

IV. OPERATIONAL REQUIREMENT

A. Data Entry Responsibilities

The Contractor shall:

1. Utilize the Atlas Kiosk (Initial Application), EMD/EM, OSST, and the WFMS to document the provision of services as part of the jobseeker tracking process.
2. Ensure that the WIOA data is entered within five (5) days of participant contact or services being delivered and that the TANF/CAP data is entered at least once a week.
3. Cooperate with the SFWIB-approved Training Vendors to ensure the timely entry of consistent and accurate participant training-related data in the SFWIB's Reconciliation Tool.
4. Enter WFMS data in accordance with the WFMS process.
5. DJPs and OEs achieved for the purpose of payment during any month shall be verified and recorded in EMD/EM by the **last day** of the said calendar month. **Participants must have a complete registration (a complete and current general information section containing a verified residential and mailing address, a valid telephone number, and e-mail address) and as set forth in Article II, Section B, Item h.1.c in EMD/EM to eligible for payment.**

Enter all data in EMD/EM for **Exhibit A, Statement of Work, Attachment 3-CSSF Balanced Scorecard Performance Requirement** achieved during a given month by the **5th day** of the following month.

B. Employment/Placement Verification

The following Employment Verification shall be utilized for all the SFWIB's programs, including but not limited to: WP, RESEA, TANF, CAP, SNAP E&T, WIOA Adult or Dislocated Workers, Rapid Response, TAA and Refugee.

The Contractor shall verify full or part time unsubsidized employment through the use of one of the following appropriate options as per local operating procedure:

1. **Employment Verification Form (Attachment 2 of Exhibit A, Statement of Work)** completed by the employer; or
2. **Employment Verification Form with Training Vendor logo** completed by the employer and validated by Contractor; or
3. For companies that use The Work Number system, attach the employer's printout to the **Employment Verification Form (Attachment 2 of Exhibit A, Statement of Work)**; or

4. Pay stub in conjunction with documented employer contact, or Employment Offer Letter; or
5. New Hire Report in conjunction with documented employer contact to indicate actual start date of employment; or
6. The RA system and/or SunTax with documented employer contact; or
7. For Self-Employed individuals, attach Form 1099 – Misc. (Miscellaneous Income) and/or Form W- 4, and a copy of the sunbiz.org printout showing the name of the business.

A completed **Employment Verification Form (Attachment 2 of Exhibit A, Statement of Work)** will be required for **ALL** employment/placement verification along with any supportive documents if applicable (3 – 7). **Employment verifications from staffing agencies must also include a paystub or payroll registry showing that the jobseeker has been placed at a work site and has earned wages.** The Contractor shall submit an **Employment Verification Form** for **EACH DJP** listed on the Contractor's monthly invoice in the Automated Performance Invoicing Process (APIP) System at the time of submission of said invoice in the APIP system. Employment Verifications should be submitted electronically to the Wagner-Peyser Program Manager. Failure to submit employment verification will result in an automatic disallowance of unverified placements. Submitting falsified verifications will be a disallowance and may also lead to termination of the contract.

C. Quality Assurance (QA)

The purpose of the QA strategy is to facilitate self-assessment reviews to ensure accuracy of data reported and collected. Participant files (hardcopy and/or electronic) and data systems shall also be reviewed to: (a) ensure data integrity and continuous improvement of system operations; (b) reduce the error rate of Area 23 to three percent (3%) or less; and (c) ensure compliance with federal, state and local laws, transmittals, directives, policies, procedures and regulations. Failure to comply with this provision will result in deductions.

A. The Contractor's QA process shall include, but not be limited to the following:

1. Ensuring the Contractor's staff collaborates with the SFWIB's staff;
2. Ensuring staff is trained and implements concepts learned in training and from technical assistance;
3. Ensuring staff conducts ongoing systems and desk reviews to confirm policies and procedures are being followed and information systems and case files are properly updated and documented;
4. Conducting monthly Supervisory QA Reviews, as set forth in **Exhibit E, Reporting Requirements**, of ten percent (10%) or twenty-five (25) cases (whichever is less) of all SFWIB's Programs with activities during the review period, which include, but is not limited to, WIOA, CAP, WP, RESEA, and SNAP E&T. This Supervisory QA Review shall be reviewed and approved by the Center Director;
5. Ensuring the Contractor reconciles the ITA monthly to submit for review to QA. The files should coincide with the information submitted to the ITA Reconciliation Tool in the reports;
6. Using the approved QA Monitoring Tools to complete the required monthly Supervisory QA Reviews. The monitoring tools are updated and maintained on the SFWIB's intranet, under Required Reports in the Monitoring Tool Template folder or refer to the following URL for access:
<http://intranet:18112/sites/intranet/requiredReports>
 If the monitoring tools cannot be accessed, the Contractor shall contact the Office of Continuous Improvement (OCI) QA Coordinator and request an electronic copy of the approved QA Monitoring Tools;
7. Reviewing and analyzing participants' files based upon a selected sample;
8. Reviewing, examining, and assessing qualitative and quantitative system participant data;
9. Comparing the previous SFWIB monitoring report to determine the extent to which the SFWIB's concerns have been addressed;
10. Reviewing eligibility for program services;

11. Reviewing supporting documentation maintained in the case file;
 12. Reviewing, examining, and assessing the quality and the quantity of the services provided;
 13. Systematically approaching/reviewing caseload per Career Advisor ratio; and
 14. Monitoring of and adherence to Equal Employment Opportunity (EEO) requirements.
- B.** The SFWIB QA Strategy involves a multi-layer process as follows:
1. At the conclusion of the case file review, the SFWIB will discuss the findings with the Center's staff and provide staff with a copy of the completed review tool instrument. The discussion will include the strengths and deficiencies found during the review. The Contractor's Center Director will be provided an electronic copy of the completed review tool utilized by QA.
 2. The Contractor shall be required to submit a Plan of Corrective Action (POCA) within ten (10) calendar days from receipt of the QA Report, if the stipulated three percent (3%) or less error rate is not met. The Contractor shall be required to submit supporting documentation for all deficiencies noted, regardless of the error rate, in order to complete the QA file review process.
 3. Failure to submit an acceptable POCA and/or failure to comply with previously accepted POCA and the measures outlined may result in placement on a Performance Improvement Plan (PIP). Placement on a PIP will require the Contractor to submit weekly QA updates to the SFWIB's staff. The specific content required in these weekly updates will be presented in a formal PIP letter; the updates will provide the SFWIB with confirmation that center staff is making every effort to follow federal, state and local policies, while minimizing errors and preventing deficiencies.
 4. If, at any time, the SFWIB identifies a deficiency, a Contractor may be placed on a PIP. A PIP includes, but is not limited to: setting up a schedule of ongoing review of cases; on-site QA reviews; providing written and/or on-site technical assistance for improvement until the errors identified have been corrected, and an acceptable level of improvement has been demonstrated in the QA process and/or the SFWIB PIP identified reduction in the error rate is met. It is the Contractor's responsibility to implement best practices, develop corrective actions plans, and correct and prevent deficiencies.
 5. If the Contractor is on a PIP, the SFWIB's staff will conduct a follow-up review (file and/or system) within thirty (30) days of the technical assistance training provided by the Adult Programs Unit and provide a QA Report in order to identify training, provide technical assistance and conduct follow-up reviews to ensure that policies and procedures are correctly implemented.
 6. Failure to demonstrate compliance with the PIP during the specified timeframe may result in an extension of the PIP or a breach of contract as determined by the SFWIB's staff.
 7. The Contractor's average QA error rate will be calculated at the end of the third quarter, March 31st. Contractors with an error rate above 3.00% will be assessed as follows:
 - A three percent (3.00%) or below average QA Error Rate for all programs reviewed will not have any monies deducted.
 - An average QA Error Rate between three-point zero one percent (3.01%) and five percent (5.00%) for all programs reviewed, will have one-point five percent (1.50%) deducted from accumulated monthly payments through the 3rd quarter of the program year or March 31st.
 - An average QA Error Rate between five-point zero one percent (5.01%) and eight percent (8.00%) for all programs reviewed, will have one point seven five percent (1.75%) deducted from accumulated monthly payments through the 3rd quarter of the program year or March 31st.
 - An average QA Error Rate over eight-point zero one percent (8.01%) for all programs reviewed, will have two percent (2.00%) deducted from accumulated monthly payments through the 3rd quarter of the program year or March 31st.

The deduction will be assessed against the April invoice and the unearned funds shall become available through a pool of funds for all Contractors whose average error rates were three percent (3.00%) and below. Contractors achieving lower average QA Error Rates will receive a greater share of the Error Rate Pool. The Contractor will receive a pro-rated share of the Error Rate Pool calculated based on

the difference between the three percent (3.00%) maximum error rate and the actual average error rate, divided by the total combined difference of all Contractors whose average error rates were below three percent (3.00%).

V. CENTER PARTNERS

A critical function of the Contractor is to work toward the establishment of a system that is the choice for all employers and jobseekers throughout Miami-Dade and Monroe Counties. The CareerSource center is a resource that provides a valuable service that benefits the universal jobseeker regardless of their economic status. In order to fulfill this concept, mandated partners and resources within the system shall be well coordinated and used as efficiently as possible.

A. The center staff shall collaborate with the following mandated partners:

• WIOA T-1 Adult, DW, Youth	• Wagner-Peyser
• Migrant Seasonal Farm Workers	• Native American Programs
• Jobs for Veterans State Grants	• Adult Education and Literacy
• Youth Build	• Vocational Rehabilitation
• CSBG (Community Action) E/T	• Career, Technical Education
• HUD E/T	• Title V Older Americans Act
• Unemployment Compensation	• Job Corps
• Second Chance	• TANF

The Contractor shall obtain the SFWIB's prior written approval to allow any persons or entities, other than the Contractor, of any kind whatsoever, to utilize in any way or manner any center to provide information, or services or products of any kind whatsoever to anyone. **Any provider found to have unapproved occupants in the CareerSource center without the prior written approval of the SFWIB will be in breach of contract and liable for liquidated damages in the amount of five thousand dollars (\$5,000) per occurrence.**

The Contractor shall reference **Article II, Section F-Breach of Contract, and Items 24, 25, and 26** of the executed contract to ensure compliance with its collaboration of mandated partners.

CODE OF BUSINESS ETHICS AFFIDAVIT

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County, as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County, as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By:

Signature of Affiant

Date

Mark Douglass, President

Printed Name of Affiant and Title

4 / 6 - 0 / 5 / 0 / 8 / 4 / 7 / 0 /

Federal Employer Identification Number

Arbor E&T, LLC dba ResCare Workforce Services

Printed Name of Firm

805 North Whittington Parkway, Louisville, KY 40222

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 13th day of May, 2020

He/She is personally known to me or has presented _____ as identification.

Type of identification

Signature of Notary

626495

Serial Number

Print or Stamp Name of Notary

7-12-2023

Expiration Date

Notary Public – State of

Ky



Notary Seal

**ADMINISTRATIVE CHECKLIST FOR CONTRACT COMPLIANCE
SELF-ASSESSMENT QUESTIONNAIRE**

Program Year: _____

Agency's Fiscal Year Ending: _____

Agency name, address, e-mail, telephone and fax numbers:

This certification is to assure CareerSource South Florida (CSSF) that the contracted Agency has adequate administrative procedures in place to ensure that funds disbursed by CSSF will be safeguarded as outlined in the Office of Management and Budget (OMB) Circulars and the Code of Federal Regulations (CFR). This certification is not a waiver concerning Administrative, Programmatic, or Quality Assurance Monitoring. CSSF reserves the right to conduct on site monitoring of contracted Agencies, as it deems necessary.

Please answer all questions by checking off the applicable box. If you need to provide additional information or cannot respond to a question, please attach an explanation on a separate page or contact Dulce M. Quiñones, CFE, CFSA, FCWP-1, Contracts Compliance Supervisor, CSSF Office of Continuous Improvement (OCI) at (305) 929-1530.

A letter precedes each of the items in this questionnaire as follows:

M = Mandatory or required item denotes items that are the minimum standards and for which full compliance is required.

R = Recommended item or denotes best practice items that, while not required, are considered best practice in the administration of grants.

Please provide a brief explanation on any negative response indicated.

Prior Assessments & Corrective Actions

Objective:

To determine the Agency's prior performance and its ability to implement new procedures as needed to improve management and meet contractual requirements.

M – Review last year's assessments of the Agency's Administration and answer the following questions:

M - Were the prior assessment results shared with management?	☐ Yes	☐ No	☐ N/A
M - Was A Corrective Action Plan submitted by the Agency?	☐ Yes	☐ No	☐ N/A
M - Was the Corrective Action Plan submitted on time?	☐ Yes	☐ No	☐ N/A
M - Were the proposed corrective actions acceptable to the funding agency?	☐ Yes	☐ No	☐ N/A
M - Were the corrective actions implemented?	☐ Yes	☐ No	☐ N/A

If Yes, when? _____

If No, please elaborate (attach additional pages as needed)

M - Did the corrective actions implemented correct the problem(s)?	☐ Yes	☐ No	☐ N/A
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If No, please elaborate (attach additional pages as needed)

M - Are there any findings, areas of concerns, or other issues that need to be revisited or reviewed during the current year?	☐ Yes	☐ No	☐ N/A
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If Yes, please elaborate (attach additional pages as needed)

Additional Comments:

Administration and Governance

Board of Directors (BOD)

Objective:

To determine the capabilities, cultural competency and involvement of the Agency's Board of Directors (BOD) to serve the target populations and that their procedures follow those recognized as best practice.

M - Is there a complete and updated BOD list available? To be considered complete, the BOD list should include each member's position, field of expertise, direct contact information (address, phone, e-mail, and fax), gender, race, ethnicity, and expiration term of the position. ☐ Yes ☐ No ☐ N/A

R - Does the membership of the BOD include expertise that would promote the proper operation of the Agency and further the goals of the program? ☐ Yes ☐ No ☐ N/A
The BOD should include individuals with experience in administration, contracts, and fiscal management. In addition, the BOD should include individuals with experience in pursuing the program goals (i.e. physician for health programs, a teacher for training programs, or child development expert for Head Start Programs)

R - Is the BOD ethnically representative of the populations served by the Agency? ☐ Yes ☐ No ☐ N/A

R - Does the Agency provide pre-service and in-service training to Board members? ☐ Yes ☐ No ☐ N/A

R - Does the BOD have a well-developed structure (committees)? ☐ Yes ☐ No ☐ N/A
List the active committees and names of the members

_____	_____
_____	_____
_____	_____
_____	_____

R - Does the Agency have a clearly defined Strategic Plan? ☐ Yes ☐ No ☐ N/A

R - Does the BOD receive and review an Annual Report from the Agency's Staff? ☐ Yes ☐ No ☐ N/A

Additional Comments:

BOD Meetings, Minutes and Resolutions

Objective:

To determine the level of involvement of the Board of Directors; and that their procedures follow those recognized as best practice.

R - How often does the BOD meet? (Check one) ☐ ☐ ☐

Full Board	☐ Monthly	☐ Annually	Yes	No	N/A
	☐ Quarterly	☐ Semi-annually			
	☐ Other (specify) _____				
Executive Board	☐ Monthly	☐ Annually			
	☐ Quarterly	☐ Semi-annually			
	☐ Other (specify) _____				
Committees	☐ Monthly	☐ Annually			
	☐ Quarterly	☐ Semi-annually			
	☐ Other (specify) _____				

Please indicate the dates of the last three (3) BOD meetings:

M - Are meeting minutes detailed and complete?	☐ Yes	☐ No	☐ N/A
R - Do minutes indicate that budgetary, financial, and programmatic information is presented to the board?	☐ Yes	☐ No	☐ N/A
M - Does an authorized representative of the BOD sign the minutes?	☐ Yes	☐ No	☐ N/A
M - Are BOD resolutions properly executed and documented in the meeting minutes?	☐ Yes	☐ No	☐ N/A
M - Are BOD resolutions signed by an authorized BOD representative?	☐ Yes	☐ No	☐ N/A

Comments:

Agency Policies	
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Objective:

To ensure that the Agency has a set of policies that establish proper operating procedures and adherence to the law governing its operations. A well developed set of policies and procedures safeguard the Agency and its funders by clarifying expected behavior. These policies may be included in the employee manual.

M - Does the Agency have a written Personnel Policy?	☐ Yes	☐ No	☐ N/A
M - Does the Agency have an Accounting Policy and Procedures Manual?	☐ Yes	☐ No	☐ N/A
M - Does the Agency have a written Drug-Free Workplace Policy?	☐ Yes	☐ No	☐ N/A
M - Does the Agency have a written Equal Employment Opportunity Policy?	☐ Yes	☐ No	☐ N/A
M - Does the Agency have a written Florida Clean Indoor Air Act Policy?	☐ Yes	☐ No	☐ N/A
M - Does the Agency have a written Family and Medical Leave Policy?	☐ Yes	☐ No	☐ N/A
M - Does the Agency have written procedures to protect client confidentiality?	☐ Yes	☐ No	☐ N/A
M - Does the Agency have a written policy regarding Nepotism?	☐ Yes	☐ No	☐ N/A
M - Does the Agency have clear policies addressing access to public records?	☐ Yes	☐ No	☐ N/A
M - Does the Agency have an Affirmative Action policy?	☐	☐	☐

	Yes	No	N/A
M - Does the Agency have written Client Grievance procedures?	☐ Yes	☐ No	☐ N/A
M - Does the Agency have written guidelines or a methodology to distribute incentive payments?	☐ Yes	☐ No	☐ N/A
M - Does the Agency have a written Code of Ethics?	☐ Yes	☐ No	☐ N/A
M - Does the Agency have a written policy regarding Conflict of Interest?	☐ Yes	☐ No	☐ N/A
M - Does the Agency have a written Sexual & Unlawful Harassment Policy?	☐ Yes	☐ No	☐ N/A
R - Does the Agency have written emergency plans/procedures? (This may be a requirement for some funders)	☐ Yes	☐ No	☐ N/A
M - Does the Agency have a written Health Insurance Portability and Accountability Act (HIPAA) Policy, to include information related to appropriate sanctions against workforce members who violate its privacy policies and procedures or the Privacy Rule?	☐ Yes	☐ No	☐ N/A
M - Does the Agency have a written Policy related to Florida Statute 112.3187 - the Whistleblower's Act?	☐ Yes	☐ No	☐ N/A
M - Does the Agency have a written Policy to include information related to the reporting knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adults?	☐ Yes	☐ No	☐ N/A

Additional Comments:

Organizational Structure

Objective:

Availability and familiarity with the Agency's By-Laws and Articles of Incorporation are considered best practices in the administration of a non-profit organization. In addition, a clear organizational chart provides an overview of the chain of command helpful both for the internal staff and outside reviewers.

M - Is the Agency registered with the State of Florida Secretary of State?	☐ Yes	☐ No	☐ N/A
M - Are the Agency's Articles of Incorporation available for review?	☐ Yes	☐ No	☐ N/A
M - Are the Agency's By-Laws available for review?	☐ Yes	☐ No	☐ N/A
R - Is there an organizational chart available that reflects the current organization of the Agency and provides clearly delineated chain-of-command?	☐ Yes	☐ No	☐ N/A
R - Is there an organizational chart for the program(s) funded and does it provide a clearly delineated chain-of-command?	☐ Yes	☐ No	☐ N/A

Additional Comments:

Client Participation

Objective:

To identify the Agency's efforts to involve the populations served in the operations of the agency and in the manner services are provided.

R - Does the Agency perform any Needs Assessment activities?

☐ Yes ☐ No ☐ N/A

R - Does the Agency have a mechanism in place to monitor and respond to client comments and complaints in a systematic matter?

☐ Yes ☐ No ☐ N/A

R - Does the Agency have procedures to involve the consumer in the decision making process? Check all that apply

☐ Yes ☐ No ☐ N/A

- ☐ Consumer representatives in BOD?
- ☐ Community Advisory Board or Committee?
- ☐ Consumer Evaluation Survey?
- ☐ Other? Please explain: _____

Additional Comments:

Personnel

General

Objectives:

These questions provide an overview of the capabilities of the Agency in managing human resources issues and establishing and following its own procedures as required by best practices.

M - Are the policies and procedures included in the Personnel Policy followed?

☐ Yes ☐ No ☐ N/A

M - Does the Agency have established Job Qualifications that adhere to CSSF contractual requirements?

☐ Yes ☐ No ☐ N/A

M - Are employee records securely stored (under lock & key)?

☐ Yes ☐ No ☐ N/A

M - Are Equal Employment Opportunity, Worker's Compensation, Family and Medical Leave Act, Child Labor Act, Fair Labor Standard Act, Minimum Wage, Migrant Seasonal Workers Protection, E-Verify and other mandated or relevant posters conspicuously displayed by the agency?

☐ Yes ☐ No ☐ N/A

M - Review staffing levels and current vacancies. Does the agency have problems with staff turnover?

☐ Yes ☐ No ☐ N/A

If Yes, has the agency taken steps to resolve the issue?

☐ Yes ☐ No ☐ N/A

Explain and provide documentation, if available, to document the Agency's efforts. (attach additional pages as needed)

Additional Comments:

Personnel/Employee File*Objective:*

To ensure that the Agency properly documents how employees are screened for a particular position, how employees are informed of the policies governing their work and how they would be evaluated. In addition, these questions seek to determine the Agency's capability to maintain required documentation and abide by requirements regarding their staff such as testing, qualifications, licenses, and training.

Select a random sample of employee files and review them to determine whether the following documentation is present and current. Note that Agencies that subcontract with individuals must keep similar files for the subcontracted individuals and those are to be reviewed following the same guidelines as personnel files.

M - Signed job application (resume is not sufficient) or subcontract detailing the scope of services to be provided.	☐	☐	☐
	Yes	No	N/A
M - Proof of education (copies of diplomas, degrees, and/or transcripts).	☐	☐	☐
	Yes	No	N/A
M - Required licenses and/or certifications (if applicable, they must be current).	☐	☐	☐
	Yes	No	N/A
M - Background screening (must be renewed according to program requirements). This may be required for some staff working with children or youth.	☐	☐	☐
	Yes	No	N/A
M - Signed job description with performance standards.	☐	☐	☐
	Yes	No	N/A
M - Annual Performance/Employee Evaluation.	☐	☐	☐
	Yes	No	N/A
M - U.S. Citizenship and Immigration Services Form I-9.	☐	☐	☐
	Yes	No	N/A
M - Current W-4.	☐	☐	☐
	Yes	No	N/A
M - Proof of achievement of required hours of training (i.e. Tier 1).	☐	☐	☐
	Yes	No	N/A
M - Proof of receipt of the Agency's Policy & Procedures by the employees.	☐	☐	☐
	Yes	No	N/A
M - Drug-free workplace statement.	☐	☐	☐
	Yes	No	N/A
R - Evidence of Health Insurance Portability and Accountability Act (HIPAA) training.	☐	☐	☐
	Yes	No	N/A
R - Evidence of Information Security Obligations training.	☐	☐	☐
	Yes	No	N/A
R - Evidence of Privacy Policies and Procedures training.	☐	☐	☐
	Yes	No	N/A

Additional Comments:

Payroll Records*Objective:*

To determine if the Agency has appropriate procedures to track the payroll costs and that these coincide with those approved by the funding agency.

M - Does staff, including management, document their work hours through a time sheet or punch clock?	☐	☐	☐
	Yes	No	N/A
M - Are time records signed by both the employee and/or the supervisor?	☐	☐	☐

	Yes	No	N/A
M - Payroll Registers:			
– Do they include staff name, salary, hours worked, payroll period, and deductions?	☐ Yes	☐ No	☐ N/A
– Do they reflect employee's time allocation among programs?	☐ Yes	☐ No	☐ N/A

M – Personnel activity reports (PARs) or equivalent forms:			
– Reflect an after-the-fact determination of the actual activity of each employee?	☐	☐	☐
– Account for the total activity for which employees are compensated?	☐	☐	☐
– Completed at least monthly?	☐	☐	☐

If No, please explain. (attach additional pages as needed)

M – Do employees' positions and salaries match the budget approved by the funding agency?	☐ Yes	☐ No	☐ N/A
M - For employees charged to the program, does the recorded time worked matches time paid as reflected in the payroll register?	☐ Yes	☐ No	☐ N/A

Additional Comments:

Payroll Taxes			
<i>Objective:</i>			
<i>To ensure that the Agency is calculating and remitting all payroll taxes, including unemployment compensation, to the appropriate agencies in a timely manner.</i>			
M - Are withholding and FICA taxes deposited on a timely basis and in accordance with payroll register data?	☐ Yes	☐ No	☐ N/A
M - Was the Quarterly IRS Form #941 properly completed, submitted, and payroll taxes timely remitted to the regulatory agency? (Trace payment to bank statement)	☐ Yes	☐ No	☐ N/A
M - Was the Quarterly Florida Form #UCT-6 properly completed, submitted and Unemployment Compensation taxes timely remitted to the regulatory agency? (Trace payment to bank statement)	☐ Yes	☐ No	☐ N/A
M - Is the Yearly IRS Form #990 properly completed, submitted, and paid on time? (Trace payment to bank statement)	☐ Yes	☐ No	☐ N/A
M – Were all Tax or Insurance payments made on time (by due date)?	☐ Yes	☐ No	☐ N/A
If No above, were interest and penalties assessed against the agency?	☐ Yes	☐ No	☐ N/A
If interest and penalties were assessed, were these costs allocated to any public funding source?	☐ Yes	☐ No	☐ N/A

Payroll Taxes

M - Are IRS W-2 Forms distributed in a timely manner to current and prior employees?	☐	☐	☐
	Yes	No	N/A
M - Were the IRS 1090 Forms distributed in a timely manner to all contract employees?	☐	☐	☐
	Yes	No	N/A
M - Was the Social Security filing done in a timely manner?	☐	☐	☐
	Yes	No	N/A

Additional Comments:

Other Personnel Related Payments

Objective: To ensure that fringe benefit payments are made in a timely manner that avoids penalties and ensures continued coverage and compliance with current regulations

M - Are payments to the following made in a timely manner?			
- Health Insurance Provider	☐	☐	☐
	Yes	No	N/A
- Life Insurance Provider	☐	☐	☐
	Yes	No	N/A
- Dental Insurance Provider	☐	☐	☐
	Yes	No	N/A
- Vision Insurance Provider	☐	☐	☐
	Yes	No	N/A
- Other Insurance Provider(s). Please list: _____	☐	☐	☐
	Yes	No	N/A
M - If the Agency offers a retirement plan, are employee contributions and/or employer contribution deposited/submitted in a timely fashion?	☐	☐	☐
	Yes	No	N/A
M - If the Agency offers a defined contribution retirement plan, and has at least 100 eligible (need not be participating) staff, was an audit of the plan completed?	☐	☐	☐
	Yes	No	N/A

Additional Comments:

Fiscal**General**

*Objective:
To obtain a picture of the Agency's overall fiscal capabilities.*

M - Are internal policies and procedures as listed in the Agency's Accounting Policy and Procedures Manual followed? This can be established by interviewing staff to gauge familiarity with the manual or by choosing a sample of policies and testing adherence to it.	☐	☐	☐
	Yes	No	N/A
M - Review the distribution of fiscal duties (i.e. who approves the expense, who cuts the check, who mails the payment). Is the distribution of duties adequate to safeguard assets?	☐	☐	☐
	Yes	No	N/A
M - Chart of Accounts:			
- Does it include general ledger account codes, account descriptions and account status?	☐	☐	☐
	Yes	No	N/A
- Does it support proper allocation by having revenue and expense categories	☐	☐	☐

properly identified by program?	Yes	No	N/A
– Does it have an unallowable cost code to properly identify unallowable costs?	☐	☐	☐
	Yes	No	N/A
M - Indirect Cost.			
– Is there a cost allocation plan in writing and is it representative of the allocation used?	☐	☐	☐
	Yes	No	N/A
M - Review the Agency's cost allocation plan for reasonableness (i.e. are the indirect costs charged to the program representative of the program's size as compared to others operated by the agency?). Is it in compliance with the Title 2 Code of Federal Regulations, Subpart F, and Appendix IV to Part 200?	☐	☐	☐
	Yes	No	N/A
Additional Comments:			

Bank			
<i>Objective:</i>			
<i>To ensure that the Agency has the appropriate cash flow to meet the needs of the program, that its management keeps abreast of the Agency's cash flow, and that it has taken steps to protect itself from fraudulent activities.</i>			
M - Review bank statements to determine the cash flow position of the Agency.			
– Do bank statements reflect returned checks due to insufficient funds?	☐	☐	☐
	Yes	No	N/A
– Do bank statements reflect a positive balance at the end of the month?	☐	☐	☐
	Yes	No	N/A
M - Are bank statements reconciled monthly?	☐	☐	☐
	Yes	No	N/A
M - Are adjustments properly documented and explained?	☐	☐	☐
	Yes	No	N/A
M - Do the preparer and the immediate supervisor sign the reconciliation?	☐	☐	☐
	Yes	No	N/A
M - Are checks pre-numbered?	☐	☐	☐
	Yes	No	N/A
R - Do checks have an expiration date? To limit liability, it is recommended that check be marked with an expiration date, for example "Void after 90 days." (Some funders have guidelines and requirements as to what the valid period of a check may be.)	☐	☐	☐
	Yes	No	N/A
M – Does Agency have a policy for signing checks (i.e. checks in excess of x amount require two signatures)? Note Agency's policy: _____	☐	☐	☐
	Yes	No	N/A
R – Are blank checks and the specimen signature stamp stored securely (under lock and key)?	☐	☐	☐
	Yes	No	N/A
R – Are voided checks mutilated in some manner (i.e. signature section removed, perforated)?	☐	☐	☐
	Yes	No	N/A
Additional Comments:			

Journals & Ledgers

Objective:

To ensure that the Agency has an accounting system that properly tracks all financial activities for the program.

M - Does the Accounting System include these major components:

- | | | | |
|--|---------------------------------|--------------------------------|---------------------------------|
| - Cash Receipts Journal? (i.e. deposit log, receipts book) | ☐
Yes | ☐
No | ☐
N/A |
| - Cash Disbursements Journal? (i.e. check register) | ☐
Yes | ☐
No | ☐
N/A |
| - Accounts Payable? | ☐
Yes | ☐
No | ☐
N/A |
| - Accounts Receivable? | ☐
Yes | ☐
No | ☐
N/A |
| - General Ledger? | ☐
Yes | ☐
No | ☐
N/A |

M - Are entries to journals performed in a timely manner (approximately 30 days)? ☐
Yes ☐
No ☐
N/A

M - Are Receipts and Disbursements reconciled monthly with the General Ledger? ☐
Yes ☐
No ☐
N/A

M - Are adjustments properly documented and explained (journal entries)? ☐
Yes ☐
No ☐
N/A

Additional Comments:

Budget

Objective:

To ensure that the Agency's expenditures match those approved by the funder and that the budget matches the needs of the program.

M - Does the Agency maintain an agency-wide budget by funding source and expenditure category? ☐
Yes ☐
No ☐
N/A

R - Does the Agency prepare a cash-flow analysis (expenditures vs. revenues) at least quarterly? ☐
Yes ☐
No ☐
N/A

M - Does the Agency prepare a Budget Variance Report or otherwise track expenditures versus budgeted amounts on a regular (not more than quarterly) basis? ☐
Yes ☐
No ☐
N/A

M - Do expenditure rates follow those expected from the budget approved by the funder? ☐
Yes ☐
No ☐
N/A
If No, can the Agency explain variances or is there a plan of action to reallocate resources? ☐
Yes ☐
No ☐
N/A

Additional Comments:

Accounts Payable

Objective:

To ensure that payments are properly documented and that the Agency have procedures to protect its assets from unnecessary expenditures such as penalties and duplicate payments.

Select a random number of charges from the general ledger provided and test to

determine the following:

R – Are payments generated by an original invoice?	☐ Yes	☐ No	☐ N/A
M – Do invoices detail the number of units, description, unit cost, and total?	☐ Yes	☐ No	☐ N/A
M – Is payment approved by authorized staff/management?	☐ Yes	☐ No	☐ N/A
M – Are invoices effectively cancelled to avoid duplicate payments? (i.e. marked "Paid")	☐ Yes	☐ No	☐ N/A
M – Do check and invoice amounts agree?	☐ Yes	☐ No	☐ N/A
M – Are invoices paid in a timely manner? (i.e. within 30 days)	☐ Yes	☐ No	☐ N/A
M – Are cancelled or imaged checks (front and back) available?	☐ Yes	☐ No	☐ N/A
M – For Tax-exempt Agencies ONLY, Is the Agency paying Sales Taxes?	☐ Yes	☐ No	☐ N/A
If YES, is the Agency filing for Sales Tax refunds from the State Department of Revenue?	☐ Yes	☐ No	☐ N/A

Comments:

Petty Cash

Objective:

To ensure that cash expenditures are only used to meet small emergency needs and that the policies governing the petty cash are designed to safeguard the assets of the program and the Agency.

M – Does the Agency use a petty cash fund for any program expenses?	☐ Yes	☐ No	☐ N/A
--	---------------------------------	--------------------------------	---------------------------------

If No or N/A, skip this section.

If Yes, review petty cash policies and procedures for the following:

– Is the petty cash fund balanced periodically?	☐ Yes	☐ No	☐ N/A
– Is petty cash used ONLY for small purchases (less than \$15)?	☐ Yes	☐ No	☐ N/A
– Does Agency have a policy to perform "surprise" checks on the fund?	☐ Yes	☐ No	☐ N/A
– Is there documentation that such policy is implemented?	☐ Yes	☐ No	☐ N/A
– Is the petty cash funding replenished ONLY by check?	☐ Yes	☐ No	☐ N/A
– Are the petty cash funds securely stored (under lock & key)?	☐ Yes	☐ No	☐ N/A
– Are the expenses authorized and signed by a person other than the custodian or person receiving money?	☐ Yes	☐ No	☐ N/A
– Is documentation available to back up the expenditures of the petty cash funds?	☐ Yes	☐ No	☐ N/A

Additional Comments:

Documentation Protocols

Objective:

To ensure that the Agency has policies in place to protect itself and its clients by safeguarding its documentation and storing it as required by law.

M – Does the Agency have a policy to maintain and store documentation as required by law and the individual funders? ☐ Yes ☐ No ☐ N/A

Note that each program, funder, and the IRS have different storage requirements. In addition, fiscal documentation and client files may have different storage requirements under the same contract. When documents fall in more than one category, they must be stored for the longest period required.

M – Does the Agency have policies to safeguard client confidentiality? ☐ Yes ☐ No ☐ N/A

M – Are hard copy files kept under lock and key? ☐ Yes ☐ No ☐ N/A

Additional Comments:

Electronic Recordkeeping

M – Does the Agency have Electronic Recordkeeping Policies & Procedures? ☐ Yes ☐ No ☐ N/A

M – Do Electronic Recordkeeping Policies & Procedures include a narrative of the system, location and media in which electronic records are maintained and retention requirements? (F.A.C. Rule 1B-26.003 – Electronic Recordkeeping) ☐ Yes ☐ No ☐ N/A

M – Do the Agency's electronic recordkeeping systems meet state requirements for public access to records in accordance with F.S. 119 – Public Records and 501.171 – Security of Confidential Information? ☐ Yes ☐ No ☐ N/A

M – Does the Agency back-up electronic records on a regular and consistent basis in accordance with F.A.C. Rule 1B-26.003 – Electronic Recordkeeping? Is it documented? ☐ Yes ☐ No ☐ N/A

M – Are electronic records stored in accordance with F.A.C. Rule 1B-26.003 – Electronic Recordkeeping? (i.e. away from magnetic fields, including generators, elevators, transformers, loudspeakers, microphones, headphones, magnetic cabinet latches and magnetized tools) ☐ Yes ☐ No ☐ N/A

M – Are electronic records labelled in accordance with F.A.C. Rule 1B-26.003 – Electronic Recordkeeping? (Should include at minimum: name of organizational unit responsible for the data, system title, special security requirements/restrictions on access and software used at time of creation.) ☐ Yes ☐ No ☐ N/A

M – Are the users of electronic recordkeeping systems sufficiently trained in the operation, care, and handling of the equipment, software, and media used in the system? ☐ Yes ☐ No ☐ N/A

M – Are the electronic records scheduled for destruction disposed of in a manner that ensures any information that is confidential or exempt from disclosure, including proprietary or security information cannot practicably be read or re-constructed? ☐ Yes ☐ No ☐ N/A

M – Are computerized records password protected? ☐ ☐ ☐
Yes No N/A

Additional Comments:

Procurement

Objective:

To ensure that materials and services purchased with grant funds are properly reviewed and approved and are utilized by the program incurring the expense. In addition, practices such as using products with recycled materials support socially desirable causes.

M – Does the Agency have written procurement policies (may be part of the Fiscal or Administrative Policy & Procedures manual), including emergency purchasing procedures? ☐ ☐ ☐
Yes No N/A

M – Do the policies require written quotes for purchases?
Please specify the qualifying characteristic that, according to agency policies, triggers the need for written quotes (i.e. amount, type of equipment, sub-contract, etc.): ☐ ☐ ☐
Yes No N/A

M – Do purchase orders clearly identify the program/center for which the purchase is being made? ☐ ☐ ☐
Yes No N/A

R – Do purchases require the approval of management? ☐ ☐ ☐
Yes No N/A

M – For State Contracts ONLY:

- Per Chapter 946, Florida Statutes, the Prison Rehabilitative Industries and Diversified Enterprises (PRIDE) is considered as a source of goods. ☐ ☐ ☐
Yes No N/A
- Where possible, products or materials with recycled content is used. ☐ ☐ ☐
Yes No N/A
- Small and Minority Businesses are utilized, when possible, as sources of materials, equipment construction, and services per section 287.0945, Florida Statutes. ☐ ☐ ☐
Yes No N/A

Additional Comments:

In-Kind Contributions

Objective:

To identify the Agency's efforts in collaboration and ensuring that in-kind requirements for each funding source are met and do not conflict with each other.

To ensure that in-kind contributions are utilized in accordance with the intention of the contributor.

M – Does the Agency receive in-kind contributions? ☐ ☐ ☐
If No or N/A, skip this section. Yes No N/A
If Yes, review for the following:

M – Does the Agency have procedures in place to record receipt of in-kind contributions (materials, services or cash)? ☐ ☐ ☐
Yes No N/A

M – Are in-kind contributions properly allocated to the program for which they are made? ☐ ☐ ☐
Yes No N/A

M – Are in-kind contributions utilized in accordance with the intent of the contributor? ☐ ☐ ☐
Yes No N/A

M – Are contributions reasonably valued? ☐ ☐ ☐

	Yes	No	N/A
M – Are in-kind contributions reported to funders appropriately and accurately?	☐ Yes	☐ No	☐ N/A
M – Are the procedures utilized by the Agency sufficient to ensure that contributions are only reported once?	☐ Yes	☐ No	☐ N/A

Additional Comments:

Travel Expenses

Objective:

To ensure that travel expenses are properly reviewed and approved and that reimbursement procedures comply with best practices and single audit requirements.

M – Does the Agency have policies and procedures in reference to staff travel?	☐ Yes	☐ No	☐ N/A
M – Does out-of-town travel require prior approval by appropriate management staff and funding source?	☐ Yes	☐ No	☐ N/A
M – Are travel expense reimbursement requests properly documented with original invoices, boarding passes, receipts, maps, and other documentation as applicable?	☐ Yes	☐ No	☐ N/A
M – Is the Agency using appropriate rates for items that have a fixed reimbursement rate such as per diem or mileage rates?	☐ Yes	☐ No	☐ N/A
M – Do forms used to claim local travel reimbursement provide at least the following:			
– Odometer reading for trip starts and finish.	☐ Yes	☐ No	☐ N/A
– Destination (including name and address)	☐ Yes	☐ No	☐ N/A
– Purpose/Reason	☐ Yes	☐ No	☐ N/A
– Statement signed by employee that report is true and accurate	☐ Yes	☐ No	☐ N/A
– Supervisor approval	☐ Yes	☐ No	☐ N/A
M – Is the agency following the Department of Economic Opportunities (DEO) State Travel Manual dated 9/26/11?	☐ Yes	☐ No	☐ N/A

Additional Comments:

Program Revenues

Objective:

To ensure that revenues generated through the program are properly managed and re-invested in a manner consistent with the intent of the funder.

M – Does this program generate revenues? If No or N/A, skip this section.	☐ Yes	☐ No	☐ N/A
If Yes, review procedures to determine the following:			
– Does the Agency have procedures for collection of such revenue (i.e. fees, interests)?	☐ Yes	☐ No	☐ N/A
– Are revenues promptly deposited in the bank account of the program (within 48 hours)?	☐ Yes	☐ No	☐ N/A
– Does the Agency prepare a periodic (monthly or quarterly) revenue flow	☐ Yes	☐ No	☐ N/A

report?	Yes	No	N/A
– Are these revenues re-invested in program activities or otherwise expended as allowed by the program funder?	☐	☐	☐
	Yes	No	N/A
R - Does the agency reconcile reimbursements received from funders against the amounts billed?	☐	☐	☐
	Yes	No	N/A

Additional Comments:

Property

Objective:

To ensure that the Agency properly documents, tracks, and safeguards the fixed assets purchased with public funds.

Perform only if the Agency has been funded, in current or prior funding cycles, for fixed assets such as equipment, building, or building improvements. This test includes fixed price contracts where rates were based on calculations that included capital expenditures.

M – Does the fixed asset register include the following information and is signed and dated by the preparer:

– Description of the equipment	☐	☐	☐
	Yes	No	N/A
– Manufacturer's serial number, model number, or other identification number	☐	☐	☐
	Yes	No	N/A
– Acquisition date and unit acquisition cost	☐	☐	☐
	Yes	No	N/A
– Funding source that holds the title	☐	☐	☐
	Yes	No	N/A
– Location and condition of the equipment	☐	☐	☐
	Yes	No	N/A
– Custodian of the equipment	☐	☐	☐
	Yes	No	N/A
– Disposition data, including date and method of disposal	☐	☐	☐
	Yes	No	N/A

M – Is a physical inventory taken and recorded on an annual basis? ☐ Yes ☐ No ☐ N/A

M – Are property records reconciled to the General Ledger at least once annually? ☐ Yes ☐ No ☐ N/A

M – Perform a physical inventory of a sample drawn from the fixed assets register. Do they agree? Note any discrepancies. ☐ Yes ☐ No ☐ N/A

M – Are fixed assets being used in accordance with funding intent? ☐ Yes ☐ No ☐ N/A

M – Are fixed assets paid for by the funders paid in full and free from liens? ☐ Yes ☐ No ☐ N/A

M – Do disposal procedures include prior approval from funder? ☐ Yes ☐ No ☐ N/A

M – Were fixed assets purchased within the contract period in which they were approved / funded? ☐ Yes ☐ No ☐ N/A

M – Does the agency have a written fixed assets policies and procedures? ☐ Yes ☐ No ☐ N/A

Additional Comments:

Property	
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Sub-Contractors	
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Objective:
To ensure that payments made to subcontractors and consultants are properly documented and supported by properly executed contracts and/or agreements. To ensure that work performed by agents outside the Agency meet the needs of the program and the intent of the funders.

Perform only if there are sub-contracts in place being paid with funding from the current contract year.

Note: Reviewer should differentiate between subcontracts for indirect and direct services (i.e. equipment maintenance versus medical treatment) in reviewing the following:

M – Are sub-contracts allowed under this funding? Some funding sources do not allow the use of sub-contracts to deliver direct services.	☐ Yes	☐ No	☐ N/A
M - Was the sub-contract submitted to the funding source for approval prior to entering into the contract if required?	☐ Yes	☐ No	☐ N/A
M - Do authorized individuals from both the Agency and the sub-contractor sign the sub-contract?	☐ Yes	☐ No	☐ N/A
M – Does the sub-contract include specific details regarding the scope of work and the payment method?	☐ Yes	☐ No	☐ N/A
R – Is the sub-contract subject to annual renewal?	☐ Yes	☐ No	☐ N/A
M – Are sub-contractors required to carry liability insurance?	☐ Yes	☐ No	☐ N/A
M - Does the sub-contract include language to allow the termination of the same before its expiration? It should include, at a minimum, language that allows termination due to lack of performance by the sub-contractor or due to funding cuts or termination.	☐ Yes	☐ No	☐ N/A
M - Does the sub-contract contain all clauses and provisions required by the program regarding record retention, privacy, access to records, and others? This test applies mostly to sub-contracts for direct services to clients/customers.	☐ Yes	☐ No	☐ N/A

Additional Comments:

Licenses & Accreditation	
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Objective:
To ensure that the Agency has received the appropriate licenses and such to meet the needs of the program and comply with local, state, and federal statutes.

M – Are occupational licenses current and appropriate for the use?	☐ Yes	☐ No	☐ N/A
M – Do inspection reports show any areas of concern or non-compliance?	☐ Yes	☐ No	☐ N/A
If Yes, has the Agency taken steps to correct these areas?	☐ Yes	☐ No	☐ N/A
If No, please elaborate: _____			
M – If the services offered require special operational licenses, are they current and appropriate?	☐ Yes	☐ No	☐ N/A
M – Required Licenses:			
_____ Expiration _____	☐ Yes	☐ No	☐ N/A
_____ Expiration _____	☐ Yes	☐ No	☐ N/A

_____	Expiration_____	☐	☐	☐
		Yes	No	N/A
_____	Expiration_____	☐	☐	☐
		Yes	No	N/A

Additional Comments: _____

Insurance	
------------------	--

Objective:

To ensure that the Agency has adequate insurance to cover its risk exposure in a manner that ensures continued operations regardless of lawsuits or catastrophes.

M – Review the Agency's Accord Form to determine which policies are in place. The Agency should have the following:

- Commercial General Liability - Company Rating: _____ ☐ ☐ ☐
Expiration Date:_____ Amount:_____ Yes No N/A
- Property (only if capital equipment exists) - Company Rating: _____ ☐ ☐ ☐
Expiration Date:_____ Amount:_____ Yes No N/A
- Worker's Compensation - Company Rating: _____ ☐ ☐ ☐
Expiration Date:_____ Amount:_____ Yes No N/A
- Automobile Liability - Company Rating: _____ ☐ ☐ ☐
Expiration Date:_____ Amount:_____ Yes No N/A
- Professional Liability Insurance - Company Rating: _____ ☐ ☐ ☐
Expiration Date:_____ Amount:_____ Yes No N/A
- Director's & Officers - Company Rating: _____ ☐ ☐ ☐
Expiration Date:_____ Amount:_____ Yes No N/A
- Fidelity Bond - Company Rating: _____ ☐ ☐ ☐
Expiration Date:_____ Amount:_____ Yes No N/A

Additional Comments: _____

Credit Card Transactions	
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Objective:

To ensure that the policies governing the use of corporate credit cards are designed to safeguard the assets of the program and the Agency and not used to circumvent normal purchasing policies.

Complete this section if corporate credit cards have been issued in the Agency's name:

- M** – Does the Agency perform monthly account reconciliation for all credit card accounts? ☐ ☐ ☐
Yes No N/A
- M** – Are original receipts attached to the statement? ☐ ☐ ☐
Yes No N/A
- M** – Review the number, size, and type of transactions. Are they reasonable and do not circumvent normal purchasing policies and controls? ☐ ☐ ☐
Yes No N/A
- M** – Does the Agency have a written agreement with employees who are issued a corporate credit card? If Yes, answer the following: ☐ ☐ ☐
Yes No N/A

Credit Card Transactions				
-	Does the agreement require the employee to submit original receipts for expenses charged to the card?	☐	☐	☐
		Yes	No	N/A
-	Does the agreement require that the employee return the card at the end of employment or at any time prior to separation?	☐	☐	☐
		Yes	No	N/A
-	Does the agreement include provisions to ensure that employees pay for personal items or other non-allowable expenses charged to the credit card?	☐	☐	☐
		Yes	No	N/A
M	Does the Agency maintain a list of who has been issued credit cards and their corresponding credit card number?	☐	☐	☐
		Yes	No	N/A
M	Are corporate credit cards that are loaned to employees controlled through a log or some other mechanism, indicating date loaned, person's name, purchase amount, and description, and date returned.	☐	☐	☐
		Yes	No	N/A
M	Does the agency have written credit card policies and procedures governing the credit cards? If applicable.	☐	☐	☐
		Yes	No	N/A
Additional Comments:				

DECLARATIONS - TO BE COMPLETED BY ALL CONTRACTORS

1. Please provide a complete accounting of all transactions of business completed during the past twelve (12) months between your Agency and other entities or businesses owned or controlled by members of the Board of Directors and / or senior management. Please provide copies of representative invoices for these transactions and describe what steps were taken to ensure that the amounts paid were reasonable and competitive.

2. Are there any Board Members employed by any business or entity that has conducted any financial transactions with your Agency during the past twelve (12) months? If so, please provide an accounting and copies of representative invoices for these transactions; also explain what steps were taken to assure that the amounts paid were reasonable.

3. Please list all civil litigation pending against your Agency. If applicable, include a statement as to the amount of each claim, and whether the potential loss would be covered by insurance.

4. Are any amounts or reports due to the Internal Revenue Service (IRS) and/or the State of Florida that have not been paid or filed? Specify amounts, reports, and due dates.

5. Please list all persons and their titles currently authorized to sign contract(s) with CSSF on behalf of your Agency.

6. Please list your independent auditor, contact person, office address, telephone, fax number, and e-mail address.

- 7.** Has there been any change in structure / operations of your Agency over the past year? If yes, please describe in detail.

- 8.** Has there been staff turnover in key positions? If yes, what are the affected positions and reasons for the turnover?

- 9.** Has there been any client grievances / complaints filed against your Agency? If yes, what was the nature of the grievances, dates, and other pertinent information? Explain in detail.

- 10.** Do you operate satellite sites? If so, how many locations? Is the management of the satellite offices decentralized or centralized?

CERTIFICATION:

I hereby certify that the answers provided in this self-assessment document are true and accurate to the best of my knowledge. I understand that falsification or misrepresentation of any form on any question is considered a breach of contract, which may lead to the immediate termination of all contracts with CSSF.

Signature – President/Executive Director

Date

Print Name – President/Executive Director

Signature - Chairperson of the Board

Date

Print Name - Chairperson of the Board

Signature - Controller/Fiscal Director

Date

Print Name - Controller/Fiscal Director

Revised date: 6/29/17

ATTACHMENT A

LIST OF DOCUMENTS TO BE PROVIDED FOR ADMINISTRATIVE DESK REVIEW

1. Most recent independent audit and Management Letter, if applicable. If already submitted to CSSF, please provide date submitted _____.
2. Most recent financial reports to management to include:
 - a. Current chart of accounts
 - b. Trial balance
 - c. Balance sheet
 - d. Income statement
 - e. Expenditure report
 - f. Budget variance report
 - g. Aging schedule of accounts receivable and payable
 - h. Agency-wide operating budget for Program year 18-19
 - i. Fixed assets trial balance.
 - j. The most recent agency-wide general ledger and the two preceding months.
3. Minutes of the three (3) most recent board, finance committee, or any other committee meetings.
4. The two (2) most recent Employer's Quarterly Federal Tax Return submitted to the IRS (Form 941) and the Florida Department of Revenue Employer's Quarterly Report submitted to the State of Florida (Form RT-6), as well as copies of supporting documentation evidencing the deposit of payroll taxes and payment of Unemployment Compensation taxes.
5. A copy of check registers for each bank account for the most recent three (3) month period.
6. Complete copies of the bank statements and corresponding reconciliations for each account for the most recent three (3) month period.
7. Complete copies of the corporate credit card statements for each account for the most recent three (3) month period, if applicable.
8. Payroll registers for the last two (2) pay periods.
9. Cost Allocation Plan and Indirect Cost Rate Agreement, if applicable.
10. An employee roster that includes positions, titles, professional licenses / certifications, assigned departments, and percentage allocated, if applicable.
11. A current roster listing the members of the Board of Directors, to include position, addresses, telephone numbers, e-mail addresses, fax number, gender, race, ethnicity and term expiration.
12. Copies of any Subcontractor or Professional Agreements, whose costs have been charged in whole or in part, directly or indirectly, to CSSF funds.
13. Copies of current leases.
14. If program income was earned, please provide the allocation of the revenue to program funds or its disposition.

Note: If any item above is not applicable, please mark "N/A" next to the item and briefly explain why it is not applicable to the Agency.

**PAYMENT PROVISIONS
WORKFORCE SERVICES
JULY 1, 2021-JUNE 30, 2022
ARBOR E&T, LLC
(NORTH MIAMI BEACH)**

I. Payment: Subject to the availability of funds to the SFWIB, the SFWIB shall pay the Contractor for services rendered under this performance fixed rate-based Contract a total amount not-to-exceed **\$849,533.00**. The Contractor agrees that payment shall be made only with **funds earned under this Contract** as set forth herein.

A. Fixed Rate Job Placement Unit Payment: The SFWIB shall pay the Contractor an Annual Job Placement Unit Payment, not-to-exceed **\$849,533.00** for the delivery of workforce services provided on a monthly basis. The monthly Job Placement Base Funding is determined by dividing the awarded Job Placement Base Funding by the number of months of the contracted period. **The Monthly Payment amount is set forth in the Payment Provision Table (Attachment 1-Part A).** The Contractor shall invoice the Monthly Job Placement Amount Earned, up to the monthly maximum, forth in the **Article IV, Section J -Monthly Invoice Requirements** of the Contract.

If the Contractor fails to achieve the monthly minimum number of Job Placements unearned as indicated in the **Payment Provision Table (Attachment 1-Part A)**, the SFWIB shall withhold the remaining unearned Monthly Job Placement Base Funding.

Note: A Job Placement standard has been delivered when the Contractor satisfactorily completes the required number of monthly job placements set forth in the **CSSF Balanced Scorecard Performance Requirement (Attachment 3 of Exhibit A, Statement of Work)**, which is based upon verified job placements that are (Obtained Employment “OE” and Direct Job Placement “DJP”) reported in the Employ Miami-Dade (EMD)/Employ Monroe (EM) database.

B. Job Placements Categories

Job Placements defined in the **CSSF Specifications for Workforce Balanced Scorecard Report (Attachment 4 of Exhibit A, Statement of Work)** shall be paid when the conditions are met for the following:

- **Wagner-Peyser (WP) OE**
- **WP Universal (DJP/Direct Employment):**
 - **Universal**
 - **WIOA Individualized Adult/Dislocated Worker (DW)**
 - **WIOA Individualized Job Seekers with Disabilities**
 - **WIOA Individualized Veterans or Ex-Offenders**
 - **WIOA Individualized Reemployment Assistance (RA) Claimant or Homeless Person**
 - **WIOA Individualized TANF/Career Advancement Program (CAP) or Supplemental Nutrition Assistance Program (SNAP)**
 - **Training Related Milestones/Placements**

C. Conditions of Job Placements (OE or DJP)

1. A Job Placement shall count for performance and payment only if the result is recorded in EMD/EM WP during the reporting period of **July 1, 2021–June 30, 2022**.
2. A Job Placement shall count for performance and payment only in the month that the Job Placement was recorded in EMD/EM WP.
3. A Job Placement shall count only once per distinct social security number for the same jobseeker within the period of **July 1, 2021–June 30, 2022**. Under no circumstance will SFWIB pay the Contractor for an obtained employment or a direct job placement for individuals registered in EMD/EM with a pseudo and/or unverifiable social security number. If a participant has been placed in employment by a refugee provider (Direct or Self Placement) in the same program year that participant cannot be entered as a Direct Job Placement by the Contractor. Job Placement categories include:
 - i. OE/Universal/WIOA:
 1. OE: a fully registered jobseeker who secures employment within 180 calendar days of receiving one or more staff assisted reportable services.
 2. Universal: a fully registered jobseeker that secures a Direct Job Placement and does not meet the criteria of a WIOA placement.
 3. WIOA: a fully registered jobseeker that is enrolled in WIOA and is a participant of one of the eight WIOA individualized categories (C.2, C.3, C.4, C.5, and C.6).
 - ii. WIOA: a fully registered jobseeker that is placed into a PWE shall be paid at the appropriate WIOA Individualized category placement rate once the participant has started the PWE.
 - iii. WIOA Secondary Placement: A Contractor shall be paid \$750.00 for an active WIOA participant whom the Contractor continues to engage after initial placement and subsequently places said individual in employment with a wage rate of \$14.58 or higher. The Contractor must also successfully close the participants WIOA Application. The placement can be earned financially, but will not count a second time as a placement in the **CSSF Balanced Scorecard Performance Requirement (Attachment 3 of Exhibit A, Statement of Work)**.
4. A Job Placement's hire date shall not be a return date to the same employer. There must be a break in employment of at least 120 days and/or show a new hire date if job placement is with the same employer.
5. A duplicate (more than one hire reported for same SSN and employer) DJP hire shall count for performance and payment for the initial (first referral) referring center/location in EMD/EM WP if the participant is referred and a job placement to the same employer occurs in multiple centers/location.
6. If a center creates a job order for an employer for which there is already an active/open job order and a referral is given to a job seeker who has already been referred to the same/similar position with the same employer, the subsequent referral will be disallowed. The Contractor is prohibited from attempting to or circumventing the system by creating duplicate job orders and referrals for the same job seekers. The SFWIB Job Bank will determine the validity of secondary job orders for the same employer and positions.
7. A Job Placement shall be verified and recorded in EMD/EM WP before the soft exit date to be eligible for performance and payment.

8. If the DJP is with a staffing agency, the Contractor must also provide documentation (i.e. pay stub or payroll register) that authenticates the participant was assigned to a worksite and has earned wages. The first paystub after start date is preferred. This does not apply to seasonal or temporary jobs as defined below.
9. A DJP associated with a seasonal or temporary period of employment (anticipated duration being 150 days or less of employment) will not count as WIOA Individualized Job Placement Types and will only count as a Universal Job Placement Type for performance and paid at half of the Universal Job Placement Type payment rate. A Contractor entering part-time employment opportunities as full-time opportunities will be considered an attempt to defraud.
10. A Job Placement as a result of self-employment shall only count as an OE and not a DJP for performance and payment. Self-employed Job Seekers are not allowed to sign their own employment verifications. The Contractor must provide proof of payment/earnings received by the self-employed job seeker. If a participant has been placed in employment by a refugee provider (Direct or Self Placement) in the same program year that participant cannot be entered as a DJP.
11. A Job Placement defined as part-time (thirty (30) hours or less per week) shall only count as a Universal Job Placement Type for performance and paid at half of the Universal Job Placement rate. Entering part-time employment opportunities as full-time opportunities will be considered an attempt to defraud and will be disallowed.
12. Placements to volunteer jobs shall not count towards a Job Placement (DJP or OE) for performance and payment.
13. If the OE registration office is different from the office that provided a reportable service within ninety (90) days before the hire and the office that provided the reportable service was the only office, then the office that provided the reportable service will be given the OE credit for performance and payment.
14. If the DJP is a WP Job Development, then the job development contact (activity code 123) must be on or prior to the hire date and it must be properly documented in EMD/EM.
15. A Contractor may **NOT** move or share placements with another center in an effort to achieve placement requirements. Any movement or sharing of placements will be considered a material breach of contract, and will constitute grounds for termination.

Note: A DJP that is a WP Job Development with a job development contact (activity code 123) on the same date of the hire date is the exception and it shall not be the norm.

D. Maximum Quarterly Placements

- The Contractor (by center) shall meet the performance requirements as set forth in the **CSSF Balanced Scorecard Performance Requirement (Attachment 3 of Exhibit A, Statement of Work)**. However, a center may achieve no more than fifty percent (50%) of the quarter maximum for Direct Job Placement goal in the Universal placement category. All placements entered in a given quarter that exceed the maximum number in one of the above mentioned categories will be counted for performance measures only and NOT for payment.
- The remaining WIOA categories: Adult, Dislocated Worker, Disabled, Veterans, Ex-Offenders, Homeless, REA, CAP and SNAP have no monthly performance restrictions. Providers are encouraged to employ as many jobseekers as possible in those categories.

E. Carryover Performance Payment

If the Contractor does not earn the full Job Placement Base dollar amount per month, as set forth herein and in the **Payment Provision Table (Attachment 1-Part A)**; the unearned portion of the monthly Job Placement Base funding is subject to de-obligation by the SFWIB, at the sole discretion of the SFWIB.

These unearned funds shall become available as carryover for the following month to a Contractor if the Contractor earns at least the minimum number of placements to carry over unearned dollars as set forth herein, and in **Payment Provision Table (Attachment 1-Part A)**, (data must be entered in EMD/EM by the **last day** of the calendar month in order to be eligible for this funding). The Contractor shall invoice up to the new monthly maximum for that month (Base + Carryover). A contractor may **NOT** move or share placements with another center for any reason. Any movement or sharing of placements will be considered a material breach of contract, and will constitute grounds for termination.

A funding pool will be established from Workforce Service contractors that do not meet the minimum job placements standard. All unearned funds not carried over may, at the discretion of the SFWIB, become available that current month to pay a Workforce Services Contractor(s) who earns in placements over the monthly maximum standard (Pool and Carryover) monies. To be eligible to receive monies from the funding pool, the Contractor(s) must also meet or exceed one hundred percent (100%) of the maximum job placements standard, achieve a DJP rating of thirty-five percent (35%) or greater and achieve the desired number of placements in WIOA Individualized categories as prescribed in the **Payment Provision Table (Attachment 1-Part A)**. All unused funds in the pool will continue to roll over each month until the end of the contract period.

F. Incentive Performance Payments

If the Contractor meets or exceeds the monthly maximum placement goal with a DJP rate of thirty-five percent (35%) greater and achieves the desired number of placements in WIOA Individualized categories as prescribed in the **Payment Provision Table (Attachment 1-Part A)**, but does not exceed its monthly base amount, as per the payment provision table, subject to placement verification, the Contractor is entitled to earn up to the full base amount (not including any carryover). If the SFWIB determines that a provider moved or shared placements for any reason, it will be considered a breach of contract and the Contractor will not be eligible for this incentive. The Contractor will also be subject to a disallowance for any placement deemed to be falsely reported which will also be considered a material breach of contract, and will constitute grounds for termination.

If the Contractor meets or exceeds one hundred percent (100%) of the maximum required Job Placement units as set forth herein and in the **Payment Provision Table (Attachment 1-Part A)** by the end of the contract period and has not earned the full dollar amount contracted for Job Placements (Base + Carryover) for the contract period, the Contractor may, at the discretion of SFWIB be awarded five percent (5%) from the unearned total contracted Job Placements dollar amount for the contract period as an incentive performance payment to provide staff incentives. The Contractor must have also obtained a thirty-five percent (35%) or greater DJP rate average for the program year and achieve the desired number of placements in WIOA Individualized categories as prescribed in the **Payment Provision Table (Attachment 1-Part A)**. The Contractor shall be notified within fifteen (15) days of the end of the Contract period of any potential award.

If the Contractor meets or exceeds one hundred percent (100%) of the maximum required Job Placement units as set forth herein and in the **Payment Provision Table (Attachment 1-Part A)** by the end of the contract period and as a result exceeds the full dollar amount contracted for Job Placements (Base + Carryover) for the contract period, the Contractor may, at the discretion of SFWIB, be awarded an additional five percent (5%) of the total contracted Job Placements dollar amount for the contract period as an incentive performance payment to provide staff incentives. The Contractor must have also obtained a thirty-five percent (35%) or greater DJP rate average for the program year and achieve the desired number of placements in WIOA Individualized categories as prescribed in the **Payment Provision Table**

(Attachment 1-Part A). The Contractor shall be notified within fifteen (15) days of the end of the Contract period of any potential award.

Incentives are contingent upon the availability of funds and SFWIB's determination on awarding incentive and amount

G. Wage Rate Incentive

An incentive payment of an additional \$100.00 shall be paid for each job placement with a wage rate equal to or greater than **\$14.58** per hour. This will apply to all placements of fully registered individuals that fall under one of the WIOA Individualized categories as prescribed in the **Payment Provision Table (Attachment 1-Part A)**. Universal Full-time (FT)/PWE placements with a wage rate equal to or greater than **\$14.58** an hour will earn an additional \$75.00 in payment. Universal Part-time/Seasonal placements with a wage rate equal to or greater than **\$14.58** an hour will earn an additional \$37.50 in payment. The Contractor will be responsible for providing the documentation to support the pay rate. A Contractor may not exceed their monthly maximum (base + carryover).

H. Retention/WIOA Follow-up Incentive

1. For WIOA Participants the second quarter after exit:

An incentive payment of **\$125.00** shall be paid for each WIOA participant that is still employed at any time within the second quarter after exit. The contracted provider must conduct a follow up with the participant, to include verifying wage rate information, and enter the proper follow up code in EMD/EM. Follow up services will be subject to verification.

2. For WIOA Participants the fourth quarter after exit:

An incentive payment of **\$125.00** shall be paid for each WIOA participant that is still employed at any time within the fourth quarter after exit. The Contractor must conduct a follow-up with the participant and provide documented services in EMD/EM. Follow up services will be subject to verification.

**** Follow up payment will not count against a Contractor's monthly maximum and will be paid at the end of each quarter.**

- **Retention/WIOA Follow-Up Incentive:** As prescribed in the **Payment Provision Table (Attachment 1-Part AA)** not to exceed **\$0.00 (If dollars are allocated)**.

II. Placements Change Requests through the Automated Performance Invoicing Process (APIP) System

The APIP system will automatically generate a provider invoice on the first (1st) calendar day of the following month. The Contractor shall complete the **"Placements Change Requests"** form and submit it to the SFWIB using the APIP system by the fifth (5th) calendar day of the following month if the following occurs:

- If the Contractor needs to add and/or remove placements from the Performance Invoice, the Contractor shall identify these Job Placements and submit them to the SFWIB using the **Placements Change Requests Form on the APIP system**.

Notes:

- Only **one** Job Placement shall count for performance per distinct social security number for the same jobseeker within the period of July 1, 2021–June 30, 2022.
- Job Placements submitted using the **"Placements Change Requests"** form will only be applied to the Performance Invoice after approval by the SFWIB on the APIP system.

- If a correction is made that occurred in a previous month and the invoice for that month has closed, that change will be applied to the next **open** invoice. Closed invoices will not be modified.
- Late submission of a monthly invoice will be subject to a five percent (5%) penalty of the monthly payment amount earned as set forth in **Article IV, K–Late Invoicing** of the Contract.

III. **“For-Profit” Contractors**

If the Contractor is a for-profit organization, SFWIB shall pay the Contractor a maximum of five percent (5%) profit based upon meeting the month DJP standards. Said profit amount shall be calculated and paid in accordance with the specific federal and state laws and regulations applicable to each of the funding streams. It includes that amount which is associated with proprietary materials included in the cost of the program. The profit amount shall be earned only if the Contractor achieves the monthly DJP standards as indicated in the **CSSF Balanced Scorecard Performance Requirement (Attachment 3 of Exhibit A, Statement of Work)** and **CareerSource Florida’s Administrative Policy Number 97, One-Stop Operator Procurement**. Additional information can be found at:

http://www.floridajobs.org/docs/default-source/2017-guidance-papers/adminpol097_onestopprocurement_final_9252017.pdf?sfvrsn=2

IV. **Invoicing Under Department Children and Families (DCF) and Department of Economic Opportunity (DEO) Funding**

When a Contractor has contracts as both a refugee and DEO funded provider, the SFWIB will adhere to the payment methodologies below. When a job seeker receives services under both DCF and DEO funded programs and the job seeker obtains employment as a result of a direct job referral, the SFWIB will pay the provider for a DJP under the program that originated the job referral. However, if the SFWIB pays a provider for a DJP under the DCF Refugee Entrant Program and the job seeker also received staff services under a DEO funded program, the SFWIB will also pay the provider for an Obtained Placement under the DEO program. Under no circumstances will the SFWIB pay for two DJP, one for DCF and another for DEO, for the same placement.

V. **Exit**

As defined in the **Definitions (Exhibit F)** and for the purpose of performance calculations WIOA exits are the point after which a participant who has received services through any program meets the following criteria:

- Exit date is the last date of service.
- The last day of service cannot be determined until at least ninety (90) days have elapsed since the participant last received services; services do not include self-service, information-only services, activities, or follow-up services. This also requires that there are no plans to provide the participant with future services.

If the Contractor exits a WIOA case without written authorization, the SFWIB shall apply a financial consequence of \$1000.00 per occurrence.

Failure to obtain prior written approval from the SFWIB to exit participants from the funded program shall constitute a breach of this Contract and shall result in a deduction as specified above and may result in deobligation of current funds or non-consideration for future funding.

Payment Provision Table
Time Period of 7/1/2021 through 6/30/2022

(Attachment 1-Part A)
Exhibit D
(Page 1 of 1)

Total Contract Amount: NORTH MIAMI BEACH	12 Month Award	Monthly Payment				
		Base	Carry Over	Maximum	Earned	Not Earned
Job Placement Unit Funding	\$849,533	\$70,794	\$0	\$70,794	\$78,009	(\$7,215)

Minimum # of Placements to Carry Over Not Earned Dollars: 106

Max Placement: 142

	Monthly						Monthly Approved	
	Employment 1st Qtr			Employment >1st Qtr				
Program	Performance	Cost Per	Payment	Perfomance	Cost Per	Payment	Performance	Payment
Obtained Employments	92	\$0	\$0	0	\$0	\$0.00	92	\$0
Direct Job Placements								
UP - PT/Temp/Seasonal	0	\$350	\$0	0	\$250	\$0	0	\$0
UP - FT / PWE	25	\$1,000	\$24,765	0	\$750	\$0	25	\$24,765
WIOA Adult/DW	12	\$1,500	\$18,574	0	\$1,250	\$0	12	\$18,574
Disability	2	\$2,100	\$5,201	0	\$1,850	\$0	2	\$5,201
Veteran Ex Offenders	5	\$2,600	\$12,878	0	\$2,350	\$0	5	\$12,878
RA Claimant	2	\$3,100	\$7,677	0	\$2,850	\$0	2	\$7,677
TANF / CAP or SNAP	2	\$3,600	\$8,915	0	\$3,350	\$0	2	\$8,915
DJP Subtotals	50		\$78,009	0		\$0	50	\$78,009
OE & DJP Totals	142		\$78,009	0		\$0	142	\$78,009

Training Pay Points					
	Performance	Cost Per	Payment		Payment
Program Completion	0	20%	\$0.00		\$0.00
Credential Attainment	0	30%	\$0.00		\$0.00
Total	0		\$0.00		\$0.00

Wage Rate Incentive					
	Performance	Cost Per	Payment		Payment
Universal DJP - PT / Seasonal >=\$14.58	0	\$37.50	\$0.00		\$0.00
Universal DJP - FT / PWE >=\$14.58	0	\$75.00	\$0.00		\$0.00
WIOA DJP >=\$14.58	0	\$100.00	\$0.00		\$0.00
Total	0		\$0.00		\$0.00

WIOA Second Payment					
	Performance	Cost Per	Payment		Payment
WIOA 2nd Payment for additional WIOA Placement	0	\$750.00	\$0.00		\$0.00
Total	0		\$0.00		\$0.00

WIOA Follow-up Incentive					
	Performance	Cost Per	Payment		Payment
2nd Quarter Follow-up	0	\$125.00	\$0.00		\$0.00
4th Quarter Follow-up	0	\$125.00	\$0.00		\$0.00
Total	0		\$0.00		\$0.00

OE & DJP & Wage Rate Incentive & Training Milestones & WIOA 2nd Placememt & WIOA Follow Up	\$78,009.45
Form B - Adjustments for Previously Paid Placement Request Form	\$0.00
Form C - Placement Change Request Form	\$0.00
Adjusted Total	\$78,009.45
Payment	\$78,009.45

**REPORTING REQUIREMENTS
WORKFORCE SERVICES
(JULY 1, 2021 THROUGH JUNE 30, 2022)**

Report Description	Due Date	Submit to:
Self-Assessment Questionnaire	Not later than 30 calendar days after contract execution.	Office of Continuous Improvement (OCI)
Indirect Cost Rate	The lesser of thirty (30) days of Contract execution or along with the program budget	Finance
Cost Allocation Plan	The lesser of thirty (30) days of Contract execution or along with the program budget	Finance
Background Screening Affirmation/Acknowledgement Form	No later than ten (10) business days prior to employment, volunteerism, or performance of any work for any SFWIB-funded program.	Quality Assurance
Procurement Requests	Not later than 60 days prior to Contract termination	Contract Manager
Inventory Report	As set forth in written instructions from the SFWIB	Administration
Annual ETA Salary Cap Analysis Certification Form	March 1, 2022	Finance
Limited English Proficiency (LEP) Survey	April 18, 2022	Adult Programs Supervisor: One (1) Original
INTRANET REQUIRED REPORTS		
Staffing Roster/New Hire/Termination Report (Attachment 1)	10 th of each month	Adult Programs
Supervisory Quality Assurance Case Reviews	10 th of each month	OCI Quality Assurance Staff
Disability Coordinator's Monthly Report (Attachment 2)	5 th of each month	ADA Coordinator
Employment Service Complaint –System Log (Attachment 3)	10 th of each month	Adult Programs
Log Of Apparent Violations - MSFW (Attachment 4)	10 th of each month	Adult Programs
Veteran Quarterly Manager's Report (Attachment 5)	5 th of the first month of each quarter	Adult Programs – DEO
Monthly Training Report (Attachment 6)	10 th of each month	Training Coordinator

(Attachment 1)
Exhibit E

[illegible]

DISABILITY COORDINATOR'S MONTHLY REPORT	
Name:	Reporting Period:
Career Center/Refugee Center:	
E-mail address:	Phone:
Disability Coordinator's Position Title:	
Please make your responses to the following questions as comprehensive and specific as possible. For example, it is not sufficient to say you are working with youth; please provide examples with impact and outcomes.	
A. Please answer the 3 questions below by providing information on any activities you engaged in to provide meaningful and effective physical, programmatic and communication access in your Center for people with disabilities.	
A.1 What activities have you engaged in to increase employment and self-sufficiency of Social Security beneficiaries and others with disabilities?	
A.2 What activities have you engaged in to facilitate seamless and comprehensive services and access to programs and services in Center for people with disabilities? (Barrier removal, problem solving, accommodation issues, technological access challenges, etc.)	
A.3 What activities have you conducted that involved access, accommodations, and/or education or training, which helped to lead a job seeker with a disability in gaining employment or having access to a program or service. (Success story)	

DISABILITY COORDINATOR'S MONTHLY REPORT	
B. List activities you have been involved in to develop new and maintain on-going partnerships that achieve a seamless, integrated workforce system. Please address the linkages and building relationships with the following: (1) Social Security Administration's Work Incentives Planning and Assistance Program, (2) the Ticket to Work Program and Employment Networks (EN), and (3) with Vocational Rehabilitation.	
B.1 Please provide one example of how you enhanced the collaborative relationship between the WIPA program and your Center. (Examples: refer disability recipients to the WIPA Benefits Specialist, invite the WIPA Benefits Specialist to do a presentation to staff at your Center.)	
B.2 Please provide one example of how you enhanced the collaborative relationship between the local area ENs (under the Ticket To Work program) and your Center. (Examples: refer disability recipients to an EN, invite an EN to do a presentation to staff at your Center.)	
B.3 Please provide one example of how you enhanced the collaborative relationship between the Vocational Rehabilitation program and your Center. (Examples: refer people with a disability to VR, invite VR to do a presentation to staff at your Center.)	
B.3.1 Systems Relationships: Please indicate by checking, whether you referred any customers to these programs or contacted any of the programs regarding their services?	
☐	B.3.1.a Public Housing Agencies
☐	B.3.1.b Transportation
☐	B.3.1.c Medicaid Buy-In
☐	B.3.1.d Medicaid
☐	B.3.1.e Medicare

DISABILITY COORDINATOR'S MONTHLY REPORT	
	B.3.1.f Food Stamps
	B.3.1.g Individual Development Accounts (IDAs)
	B.3.1.h Earned Income Tax Credit (EITC) Coalition
	B.3.1.i Other programs not listed above, please list here:
B.3.2 Please indicate by checking below, efforts you or staff in your Center have made to improve communication with other systems of support for the following groups of job seekers with disabilities.	
	B.3.2.a Transitioning Youth, in- or out-of-school youth with disabilities
	B.3.2.b Prisoner Re-Entry population
	B.3.2.c Senior Community Service Employment Programs
	B.3.2.d Apprenticeship Programs
	B.3.2.e Veterans
	B.3.2.f Temporary Assistance for Needy Families
	B.3.2.g. Local Mental Health agencies
	B.3.2.h. Local Developmental Disabilities agencies
	B.3.2.i. Disability Groups, please list:
	B.3.2.j Other, please list below:
B.4 Establishing linkages to the Business Community to increase Job and Career Opportunities: Please share an example of collaboration activities you were involved in with the business community to build relationships over the reporting period. Indicate the entities involved in the collaboration, explain the nature of the relationship including the types of activities that you worked on together and elaborate on the outcomes that are being achieved as a result of this relationship.	
C. <u>Only complete if you work with Individual Resource Teams or Local Interagency Action Committees that work across workforce and disability systems that address multiple employment needs of job seekers with disabilities:</u> Please share an example of individual level IRT activities that you initiated, coordinated, modeled or participated in with your Center staff that led to an effective blending of services and resources for an individual job seeker with a disability. Indicate all of the partners and resources that you accessed in developing and implementing the process.	
C.1 Local Narrative: Please share an example of how your Center has been better able to provide support, services and better employment opportunities and connections to job seekers with disabilities.	

***PLEASE PRINT LEGIBLY OR TYPE.**

EMPLOYMENT SERVICE COMPLAINT-SYSTEM LOG

Career Center:

Quarter Ending:

[illegible]

***PLEASE PRINT LEGIBLY OR TYPE.**

LOG OF APPARENT VIOLATIONS – MSFW

Career Center:

Month Ending:

[illegible]

Form DEO 1300 (01/15)

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

DISABILITY COORDINATOR'S MONTHLY REPORT	
Name:	Reporting Period:
Career Center/Refugee Center:	
E-mail address:	Phone:
Disability Coordinator's Position Title:	
Please make your responses to the following questions as comprehensive and specific as possible. For example, it is not sufficient to say you are working with youth; please provide examples with impact and outcomes.	
A. Please answer the 3 questions below by providing information on any activities you engaged in to provide meaningful and effective physical, programmatic and communication access in your Center for people with disabilities.	
A.1 What activities have you engaged in to increase employment and self-sufficiency of Social Security beneficiaries and others with disabilities?	
A.2 What activities have you engaged in to facilitate seamless and comprehensive services and access to programs and services in Center for people with disabilities? (Barrier removal, problem solving, accommodation issues, technological access challenges, etc.)	
A.3 What activities have you conducted that involved access, accommodations, and/or education or training, which helped to lead a job seeker with a disability in gaining employment or having access to a program or service. (Success story)	

DISABILITY COORDINATOR'S MONTHLY REPORT	
B. List activities you have been involved in to develop new and maintain on-going partnerships that achieve a seamless, integrated workforce system. Please address the linkages and building relationships with the following: (1) Social Security Administration's Work Incentives Planning and Assistance Program, (2) the Ticket to Work Program and Employment Networks (EN), and (3) with Vocational Rehabilitation.	
B.1 Please provide one example of how you enhanced the collaborative relationship between the WIPA program and your Center. (Examples: refer disability recipients to the WIPA Benefits Specialist, invite the WIPA Benefits Specialist to do a presentation to staff at your Center.)	
B.2 Please provide one example of how you enhanced the collaborative relationship between the local area ENs (under the Ticket To Work program) and your Center. (Examples: refer disability recipients to an EN, invite an EN to do a presentation to staff at your Center.)	
B.3 Please provide one example of how you enhanced the collaborative relationship between the Vocational Rehabilitation program and your Center. (Examples: refer people with a disability to VR, invite VR to do a presentation to staff at your Center.)	
B.3.1 Systems Relationships: Please indicate by checking, whether you referred any customers to these programs or contacted any of the programs regarding their services?	
☐	B.3.1.a Public Housing Agencies
☐	B.3.1.b Transportation
☐	B.3.1.c Medicaid Buy-In
☐	B.3.1.d Medicaid
☐	B.3.1.e Medicare

DISABILITY COORDINATOR'S MONTHLY REPORT	
	B.3.1.f Food Stamps
	B.3.1.g Individual Development Accounts (IDAs)
	B.3.1.h Earned Income Tax Credit (EITC) Coalition
	B.3.1.i Other programs not listed above, please list here:
B.3.2 Please indicate by checking below, efforts you or staff in your Center have made to improve communication with other systems of support for the following groups of job seekers with disabilities.	
	B.3.2.a Transitioning Youth, in- or out-of-school youth with disabilities
	B.3.2.b Prisoner Re-Entry population
	B.3.2.c Senior Community Service Employment Programs
	B.3.2.d Apprenticeship Programs
	B.3.2.e Veterans
	B.3.2.f Temporary Assistance for Needy Families
	B.3.2.g. Local Mental Health agencies
	B.3.2.h. Local Developmental Disabilities agencies
	B.3.2.i. Disability Groups, please list:
	B.3.2.j Other, please list below:
B.4 Establishing linkages to the Business Community to increase Job and Career Opportunities: Please share an example of collaboration activities you were involved in with the business community to build relationships over the reporting period. Indicate the entities involved in the collaboration, explain the nature of the relationship including the types of activities that you worked on together and elaborate on the outcomes that are being achieved as a result of this relationship.	
C. <u>Only complete if you work with Individual Resource Teams or Local Interagency Action Committees that work across workforce and disability systems that address multiple employment needs of job seekers with disabilities:</u> Please share an example of individual level IRT activities that you initiated, coordinated, modeled or participated in with your Center staff that led to an effective blending of services and resources for an individual job seeker with a disability. Indicate all of the partners and resources that you accessed in developing and implementing the process.	
C.1 Local Narrative: Please share an example of how your Center has been better able to provide support, services and better employment opportunities and connections to job seekers with disabilities.	

(Attachment 6)
Exhibit E

[illegible]

DEFINITIONS

Able-Bodied Adults Without Dependents or ABAWD: An ABAWD is a person between the ages of 18 and 49 who has no dependents and is not disabled.

Access Points: Volunteer community organizations providing access to employment and training services. Access Points have staff trained by the workforce system to help customers search for jobs using web-based job matching and making appropriate referrals to CareerSource centers. Access Points work closely with CareerSource centers to ensure customers receive a full range of services they need to be job ready. Access Points do not receive career center funding to provide access point services.

Administrative Costs: Costs that are associated with the overall management and administration of the program and are not related to the provisions of services to participants.

Adult Basic Education or ABE: Education for adults whose inability to read, write or speak English or to effectively use mathematics is a barrier to their ability to get or keep employment. ABE is designed to improve their ability to benefit from training and improve their opportunities for employment and to meet adult responsibilities.

Adult Education and Literacy Activities: Programs, activities, and services that include: adult education, literacy, workplace adult education and literacy activities, family literacy activities, English language acquisition activities, integrated English literacy and civics education, workforce preparation activities, or integrated education and training.

Adult Programs: Programs for adults that include, but are not limited to, WIOA Adult, WIOA dislocated worker, WP, SNAP Employment and Training (“SNAP E&T”), CAP, RA, RESEA, UC claimants, and Veterans and Refugee Employment and Training.

Agricultural Services Program: An outreach and employment program for migrant and seasonal farm workers.

Allowable Costs: Costs which are necessary, reasonable and allowable under applicable federal, state and local law for the proper administration and performance of the services to be provided under this Contract.

Alternative Responsibility Plan or ARP: A plan that outlines the steps to self-sufficiency for individuals that are temporarily deferred from mandatory work requirements in the WTP/ CAP.

Amendment/Modification: A letter or formal document executed by both parties which provides for a change to the terms and conditions of this Contract or to the services to be provided under this Contract.

Appropriate Signatory: The appropriate/authorized signatory for the business shall be either the owner where the business is incorporated; a partner where the business is a partnership; or an officer if the business is a corporation.

Assessment: The process whereby individuals are interviewed and/or tested to determine their employability, motivation, aptitude, abilities and interests in order to develop a career plan for the attainment of the individual’s career goals.

ATLAS (Automated Tracking, Linking and Archiving Solution) Kiosk: An electronic data management system which supports programs and manages all in-center traffic and participant records.

Audit: A systematic review by a certified public accountant or other duly certified and licensed individual or organization to determine and report whether the Contractor's financial operations are being properly conducted, financial reports are being presented fairly and applicable laws and regulations are being complied with.

Automated Performance Invoicing Process or APIP: An invoice processing system that requires the Contractors to submit monthly invoicing for employment/placement verifications along with any supporting documents.

Barriers to Employment: Conditions that may make employment difficult for certain individuals. Individuals with such barriers may include, but are not limited to: displaced homemakers, low-income individuals, Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166, individuals with disabilities, including youth who are individuals with disabilities, older individuals, ex-offenders, homeless individuals, youth who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers, eligible migrant and seasonal farmworkers, individuals within two (2) years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act, single parents (including single pregnant women), long-term unemployed individuals, and such other groups as the Governor involved determines to have barriers to employment.

Basic Literacy Skills: Provides reading, writing, mathematics, problem solving and interpersonal skills training that enable adults to: (1) communicate in English; (2) Obtain a high school diploma or General Equivalency Diploma (GED); and (3) become productive, employable citizens.

Basic Skills Deficient: An adult who is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the participant's family, or in society. Lacking soft skills or specific skills needed for a particular job may not be used to determine otherwise high-functioning individuals as basic skills deficient. "Underemployed" includes individuals who are: a) employed full- or part-time and also meet the definition of a low-income individual. b) Individuals employed less than full-time who are seeking full-time employment; c) Individuals who are employed in a position that is inadequate with respect to their skills and training; d) Individuals who are employed, but whose current job's earnings are not sufficient compared to their previous job's earnings from their previous employment

Business Day: A regular workday, Monday through Friday, from 8:00 a.m. to 5:00 p.m. local time in Miami, Florida other than Saturday, Sunday, or holidays observed by Miami-Dade County.

Business Services Unit: The purpose of the region's Business Services is to provide various services to businesses as its primary focus. This approach helps ensure that market demand is connected with labor supply and provides specific services to the region's business community beyond the traditional placement services.

Career Planning: The provision of a client-centered approach in the delivery of services, designed—(A) to prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce investment activities and supportive services, using, where feasible, computer-based technologies; and (B) to provide job, education, and career counseling, as appropriate during program participation and after job placement.

CareerSource center or Career center: Florida's One-Stop centers. The cornerstone of the workforce system, a center that delivers unified training, education, and employment programs and services into a single, customer-friendly system within each community.

Code of Federal Regulations or CFR: A codification of general and permanent rules/regulations that have been compiled by the Office of the Federal Register and is divided into fifty (50) titles, which cover broad areas subject to Federal regulation.

Community Based Organization or CBO: A private non-profit organization (which may include a faith-based organization), that is representative of a community or a significant segment of a community and that has demonstrated expertise and effectiveness in the field of workforce development.

Contractor: The organization that enters into a contract with the SFWIB, along with its permitted successors and assignees.

Cost Allocation Plan: A plan, which identifies and distributes the cost of services provided by support staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category.

Data: A representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions. Data may be in any form, in storage media or stored in the memory of the computer or in transit or presented on a display device.

Department of Children and Families or DCF: The Florida state agency that provides various social services to assist groups including the following: children, adults, refugees, the homeless, disabled individuals, the elderly and domestic violence/human trafficking victims.

Department of Economic Opportunity or DEO: The Florida state agency that administers funds and programs from the U.S. Department of Labor and Health and Human Services.

Direct Job Placement or DJP: A job placement when the Contractor recruits the employer and facilitates the hiring of the customer as a result of a referral through a job order listing the opening as a full-time unsubsidized employment. For payment a DJP is referred to as Direct Employment.

Disability Services Coordinator/Disability Navigator: The assigned staff responsible for ensuring that the Career Center provides seamless and comprehensive services to persons with disabilities; increasing employment and self-sufficiency for Social Security beneficiaries and others with disabilities; facilitating access to programs and services to individuals with disabilities; and facilitating linkage to the employer community.

Disadvantaged Adults: Those adult persons who score below 8th grade level on standardized tests. They require educational assistance to bring their basic skills to a level that would make them eligible for secondary (high school) education or to hold a job with basic English and math skills. WIOA Sec. 131(a)(v)(IV) terms a disadvantage adult as an adult who received an income or is a member of a family that received total family income, that, in relation to family size, does not exceed the higher of (aa) the poverty line; or (bb) seventy percent (70%) of the lower living standard income level.

DUNS: “Data Universal Numbering System (DUNS) number”, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for federal contractors.

Eligible or Eligibility: An individual’s or business’ status in relation to their ability to meet established criteria in order to receive services under the WIOA, TANF or any SFWIB funded program.

Employ Miami-Dade or EMD/Employ Monroe or EM: A powerful on-line labor exchange tool which connects employers to jobseekers while providing access to workforce tools, resources and local workforce experts. The site offers job listings posted by CareerSource centers or employment providers and also uses “spidering” technology to capture openings from recruiting pages of company websites throughout the state.

Employability Skills Training: Employment services delivered to an unemployed or underemployed eligible customer with the objective of removing barriers to employment and obtaining employment to promote

economic sufficiency. These services may include resume writing, interviewing skills, telephone techniques, and job acquisition skills.

Employment Verification: A form signed by an employer and program participants that verifies the date of employment, average work hours and rate of pay.

English Language Learner: An individual who has limited ability in reading, writing, speaking, or comprehending the English language, and (1) whose native language is a language other than English; or (2) who lives in a family or community environment where a language other than English is the dominant language (often capitalized as English Language Learner or abbreviated to ELL).

Entrepreneurial and Self-Employment Training or ESET: A combination of assessment, training, and additional technical assistance, delivered through a network of strategic partners. This method of study provides training and assistance in a more systemic and strategic manner by providing the specific skills and knowledge necessary to plan, finance, start, and/or expand a business. Such training should be outcome-oriented, focused on a long-term goal, coincide with the applicable exit strategy, and result in credential attainment. This is another way the region can leverage its resources to support unemployed and underemployed workers and create jobs.

Exit: Determined to be as follows: a participant who has a date of case closure, completion or known exit from WIOA funded or non-WIOA funded partner services within the quarter (hard exit) or a participant who does not receive any WIOA funded or non-WIOA funded partners service for ninety days and is not scheduled for future services except follow-up services (soft exit). The separation of a participant exiting the WIOA programs, which can either, be a positive or negative exit. This individual is no longer receiving employment, training or services funded under WIOA.

Faith-Based Organization or FBO: An organization whose founding governance or membership is derived from a religious institution or religiously-affiliated entity.

Follow-Up Services: Services provided for a minimum of twelve (12) months following the first day of employment or termination from a specific program to ensure job retention, wage gains, career progress, assess service needs, and/or re-engage into a specific program, including but not limited to, contact with the participant's employer, information about additional employment opportunities, counseling regarding the workplace, and/or referrals to supportive services available in the community.

Homeless Individual or Homeless Children and Youths: An individual who meets any of the following criteria:

(A) Lacks a fixed regular and adequate nighttime residence; this includes a participant who:

- a. Is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
- b. Is living in a motel, hotel, trailer park, or campground due to a lack of alternative adequate accommodations;
- c. Is living in an emergency or transitional shelter;
- d. Is abandoned in a hospital; or
- e. Is awaiting foster care placement;

(B) Has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, such as a car, park, abandoned building, bus or train station, airport, or camping ground;

(C) Is a migratory child who in the preceding thirty-six (36) months was required to move from one school district to another due to changes in the parent's or parent's spouse's seasonal employment in agriculture, dairy, or fishing work; or

(D) Is under 18 years of age and absents himself or herself from home or place of legal residence without the permission of his or her family (i.e. runaway youth).

(Note- A participant imprisoned or detained under an act of Congress or state law does not meet the definition. Additionally, a participant who may be sleeping in a temporary accommodation while away from home should not, as a result of that alone, be recorded as homeless).

Homeless Person or HP: An eligible WIOA Adult that is identified in EMD/EM as meeting the United States Department of Housing and Urban Development's definition of a Chronically Homeless Person at the time of registration and secures a DJP with the WP referral create date being on or after the WIOA eligibility/enrollment date and with the hire date not on the same date of the referral create date and/or the WIOA eligibility/enrollment date. The WP DJP result date must be recorded in EMD/EM WIOA and occur within six months of the WIOA application date.

Income: Total family earnings for the last six (6) months, exclusive of RA (formerly unemployment compensation), child support payments, and old-age and survivors' benefits received under Section 202 of the Social Security Act (42 U.S. C. 402).

Incumbent Worker Training or IWT: Training of an employer's current staff in order to improve the quality of the workforce through enhanced skills attainment, productivity and competitiveness. The employer may be reimbursed a percentage (as set forth in the SFWIB's Policy for IWT) of the total training cost for workers that successfully complete training.

Indirect Cost Rate: A percentage (indirect cost pool/direct cost base) used to distribute indirect costs to all cost centers benefiting from those costs.

Indirect Cost Rate Proposal: Documentation prepared by an organization to substantiate its claim for the reimbursement of indirect costs. This proposal provides the basis for the review and negotiation leading to the establishment of an organization's indirect cost rate.

Individual Employment Plan: A plan developed by the participant and the career advisor to identify the participant's employment goals, the appropriate achievement objectives, and the appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives.

Individual Training Accounts or ITA: The funding that provides monies used to pay for the training services of eligible participants. These vouchers are used to pay for a participant's enrollment in an approved training program.

Individualized Career Services: Services provided to a jobseeker upon the determination that they are necessary for the jobseeker to obtain or retain employment.

Initial Assessment Application or IAA: An on-line application to track participant services provided by the SFWIB's Contractors at all locations.

Intake: Eligibility determination, initial data collection, and pre-employment or work adjustment counseling services, including orientation, work activities, employment preparation for WIOA Adult and Dislocated Adults and for CAP or TANF program customers.

Job Order: A structured record of an employer's requirement for filling vacant positions with qualified workers. Before a job order can be constructed, there must be a job opening available. All job orders must comply with federal and state laws, as well as the terms of use policy of EMD/EM.

Job Participation Rate or JPR: The rate at which a participant is required to participate in a job-related activity to meet the requirements of a given program. Said activities may include job searching, employment

training or work experience. Job Participation Rate hours are documented in the participant's case file and recorded in the OSST System.

Job Placement: When an unemployed or underemployed eligible customer begins to work in unsubsidized employment such as a DJP or OE.

Job Referrals: The act of facilitating the match between qualified jobseekers and employers with job openings; and the recording of such referral in EMD or EM. Prior to referring a jobseeker to a job opening, Careercenter staff must ensure the jobseeker's qualifications match the minimum requirements listed in the job order by reviewing the jobseeker's skills, abilities, prior work experience, education and training, certifications/licensure against the requirements of the job order.

Job Retention: The number of consecutive days a program participant has retained employment following placement. The period of required retention is determined in accordance with the specific program and may depend upon the activity into which a customer is enrolled or some other predetermined length of time as established by the SFWIB.

Jobseeker: Individual who is unemployed or underemployed and in need of services to achieve employment that will assist him/her to become self-sufficient.

Labor Market Information or LMI: Labor related information about unemployment, industries, occupations, etc. LMI covers economic, social, demographic, and labor force data. It describes the characteristics of the supply of labor (the people who are workers or potential workers in the labor market) and provides information on the job opportunities in the labor market (current and projected needs of current and future employers).

Mandated Partners: Required state and federal entities that carry out activities or programs as defined under WIOA, Section 121 (b)(1)(B).

Management Information System or MIS: A computer-based system designed to store, transmit, and process client data to support the activities of the program and to provide managers with the tools for organizing, evaluating and efficiently run the program (i.e. EMD/EM, OSST, WFMS, etc.).

Migrant and Seasonal Farmworker: An eligible seasonal farmworker whose agricultural labor requires travel to a job site such that the farmworker is unable to return to a permanent place of residence within the same day; and a dependent of the farmworker. Seasonal farmworker means a low-income individual who— (i) for twelve (12) consecutive months out of the twenty-four (24) months prior to application for the program involved, has been primarily employed in agricultural or fish farming labor that is characterized by chronic unemployment or underemployment; and (ii) faces multiple barriers to economic self-sufficiency; and a dependent of the person.

Services provided to migrant and seasonal farmworkers through career centers include:

- Registration assistance
- Job search assistance and placement
- Testing
- Counseling
- Training opportunities
- Referrals to supportive services
- Job development
- Referrals to other organizations that serve migrant and seasonal farm workers
- Complaint resolution
- Farmworker rights and labor law information
- Outreach at work areas, housing, or other community areas

Military Family Employment Advocacy Program or MFEA: A state program designed to deliver priority workforce services for eligible military family members through Military Family Employment Advocates. MFEA are located in CareerSource centers near military bases and communities with a large population of military families. Military spouses may also be eligible to receive training and other supportive services under the Workforce Innovation and Opportunity Act. Persons eligible for assistance through this program include spouses and dependents of: active duty military personnel, Florida National Guard members and military reservists whose units are activated.

National Emergency Reserve or NER: This provides WIOA Adult employment and training services/activities following the WIOA Adult Program policies and procedures.

Obtained Employment or OE: Those individuals who secure employment within 180 calendar days of receiving one or more services which are wholly or partially funded by the state employment service agency, but the placement does not meet the federal definition for a “WP Placement.” Credit for an OE may be claimed for any participant who has received any WP reportable service(s), and has a job start date, where both service and start date fall within 180 days from the date the obtained employment is recorded. Staff must verify that the customer has started working prior to taking credit for an obtained employment. Notification of a hire date will not suffice for securing OE credit.

Occupational Skills Training or OST: Program of study provided to an individual to enhance employability in an occupation or to improve his/her ability to carry out a present or future occupation.

One Community One Goal or OCOG: The long-term economic development strategic plan for Miami-Dade County. It integrates a broad spectrum of Miami-Dade organizations, programs and businesses that work together to advance the goal of a thriving, inclusive and diverse community.

On-the-Job Training or OJT: Paid full-time employment in which the employer provides training to a participant in order for the participants to learn the skills necessary to perform the job.

One-Stop Service Tracking or OSST: The case tracking system for the CAP and SNAP programs to track case management activities and to provide data for state and federal level reporting.

Outreach: An effort by individuals in an organization or group to engage, connect ideas, or practices to the efforts of other organizations, groups, specific audiences, the general public, or programs.

Paid Work Experience or PWE: A work-incentivized program designed to assist job seekers in obtaining needed job-related training. The program focuses on skills development for in demand occupations, at no cost to the employer.

Part-Time Employment: Year-round unsubsidized employment of thirty (30) hours or less per week.

Participant: An individual that has been determined eligible to participate in and who is receiving services from a program covered by this Contract.

PELL Grant: Popular name for the federal PELL Grant program whose primary objective is to provide funding to financially needy postsecondary and undergraduate to meet educational expenses.

Performance Fixed Rate: A method of payment used when payment for a Job Placement is based upon a Service Unit fee for Job Placement Units completely delivered to a jobseeker.

Performance Improvement Plan (PIP): A formulated plan that details the steps to improve performance set forth by the SFWIB that will remain in place until the deficiency (ies) is/are corrected.

Personal Responsibility and Work Opportunity Reconciliation Act (or PRWORA): Public Law 104-193: federal law that went into effect in October of 1996 which eliminated the open-ended federal entitlement program, Aid to Families with Dependent Children (“AFDC”), and replaced it with the TANF block grant. The TANF legislation changed the nation’s welfare system from the receipt of cash assistance as an entitlement to one that requires work in exchange for time-limited financial assistance.

Professional Placement Network or PPN: A service offered at the CareerSource centers that links professionals with potential employers.

Program: Activities and services to be provided by the Contractor under and pursuant to this Contract.

Program Cost: Costs associated with the management of the program funded by this Contract that directly and immediately benefit program customers and are necessary for effective delivery of services, excluding administrative costs.

Program Design and Service Delivery: The work to be performed by all contractors under the terms and conditions of this Contract.

Program Income: Interest earned on any advances under this Contract, income generated as a result of use or fees charged for the rental of real or personal property, fees for services performed, conferences, the sale of commodities or items developed with contract funds, or from the participants activities under the contract except for OJT, or revenue in excess of costs earned by organizations other than commercial organizations (20 CFR 667.200(a)(6)).

Program Year: The period between July 1 of a calendar year and June 30 of the following calendar year.

Rapid Response or RR: An activity provided by the local workforce board, with funds provided by the state under WIOA, Section 134(a) (1) (A), in the case of a permanent closure or mass layoff at a plant, facility, or enterprise, or a natural or other disaster, that results in mass job dislocation, in order to assist dislocated workers in obtaining reemployment as soon as possible.

Re-employment and Eligibility Assessment or REA: Formerly a U. S. Department of Labor funded pilot project that provides assessment and labor market information and job search assistance to selected UC Claimants.

Re-employment Assistance Program or RA: Formerly the Unemployment Insurance benefit that provides temporary wage replacement for individuals who have lost their jobs through no fault of their own. The new name of the program emphasizes the job search activities and reemployment services offered by Florida’s workforce partners to jobless claimants receiving benefits.

Re-employment Services and Eligibility Assessment or RESEA: A program funded by the U.S. Department of Labor to help unemployment insurance claimants return to work faster. Permanently separated claimants are required to participate in the RESEA program.

The Reemployment Services and Eligibility Assessment or RESEA Referral: To direct an individual or program participant to another contractor, community based organization or agency or other community resources to receive services, information or assistance.

Scholarship: Formerly ITA. Scholarship is training provided and directly linked to an occupation in demand in the local area utilizing “eligible providers of training services” which maximizes consumer choice in the selection of an eligible provider. A scholarship can be used for payments of tuition and training related expenses up to the local established maximum.

Seasonal Employment: Employment one-hundred and fifty (150) days or less which is temporary due to the nature of the work, like harvesting, or due to annual cycles in the labor market, like Christmas season retail sales.

Self-sufficiency: The minimum amount of cash resources needed in order for a family to meet its basic needs and become self-sufficient.

South Florida Workforce Investment Board or SFWIB: Chartered by the State of Florida, is one of 24 regional Workforce Boards in Florida. It is the regional workforce development board representing Miami-Dade and Monroe counties. Workforce Florida, Inc., and the Agency for Workforce Innovation (“AWI”) oversee all regional workforce boards in Florida.

Statement of Work or SOW: Describes the work to be performed by the Contractor under the terms and conditions of this Contract.

Storage Device: A computer storage device is any type of device or hardware that is capable of storing data and includes, but is not limited to laptops, hard drives, external hard drives that connect via Firewire and USB, disks, Flash memory devices, such as USB keychain drives or iPod nanos, MP3 players, digital cameras, compact flash and SD cards, tape drives, personal digital assistants, smart phones, etc.

Subsidized Employment: Private sector, for profit or not-for-profit enterprise, or public-sector employment that is directly supplemented by federal or state funds. A subsidy may be provided in the form of work supplementation, on-the-job training, incentive payments, tax credits and training bonuses.

Supplemental Nutrition Assistance Program or SNAP: Formerly known as the Food Stamp Employment and Training Program. This program emphasizes work, self-sufficiency, and personal responsibility. The program strives to meet the needs of participants in gaining skills, training, work, and experience that will increase the program participants' ability to obtain total self-sufficiency. The state of Florida provides SNAP services to able-bodied adults (ages 18 - 49) without dependents (children) (“ABAWDS”).

Support Service: Services, such as transportation, childcare, housing assistance that are necessary to enable an individual to participate in program activities.

TABE or Test of Adult Basic Education: An adult basic skills assessment test that is designed to assess reading, mathematics, language, and spelling skills.

Target Population: Groups of actual and potential users appropriate to a funding stream as the recipient of a specific service(s) or as the primary users of a specific Career Center. The target population may be the population to be served by the Career Center, a specific group within that population, or some other group that the SFWIB is aiming to serve.

Temporary Assistance for Needy Families or TANF: The October 1996 PRWORA eliminated the open-ended federal entitlement program, AFDC, and replaced it with the TANF block grant. The TANF legislation changed the nation’s welfare system from the receipt of cash assistance as an entitlement to one that requires work in exchange for time-limited financial assistance.

Temporary Employment: Employment one hundred and fifty (150) days or less which is temporary due to the nature of the work, like harvesting, or due to annual cycles in the labor market, like Christmas season retail sales.

The Occupational Information Network or O*NET: O*NET is a free online database that contains hundreds of occupational definitions to help jobseekers, businesses and workforce development professionals to understand today's world of work in the United States.

For each job, O*NET provides the following information:

- Personal requirements: the skills and knowledge required to perform the work.
- Personal characteristics: the abilities, interests and values needed to perform the work.
- Experience requirements: the training and level of licensing and experience needed for the work.
- Job requirements: the work activities and context, including the physical, social, and organizational factors involved in the work.
- Labor market: the occupational outlook and the pay scale for the work.

Trade Adjustment Assistance or TAA: Federally funded program that assists workers who are totally or partially separated or may become separated from employment as a result of imports. TAA provides funding for training, job search allowances, relocation allowances, Trade Readjustment Allowances (“TRA”), Alternative Trade Adjustment Assistance, and Health Coverage Tax Credits.

Training Services: Occupational skills training, provided through a scholarship, on-the-job-training, or customized training programs that combine workplace training and related instruction, skill upgrading and retraining entrepreneurial training, job readiness training, and adult education and literacy activities provided in combination with other training services.

Transitional Jobs or TJ: Time-limited work experiences that are subsidized, combined with comprehensive career and supportive services and in the public, private or nonprofit sectors for individuals with barriers to employment, who are chronically unemployed or have an inconsistent work history.

Unemployment Compensation or UC: The UC program was renamed the Re-employment Assistance Program by House Bill 7027 passed during the 2012 Legislative Session which was signed into law by Governor Rick Scott on March 28, 2012.

Universal Access: An entitlement to a basic level of service that can be provided with minimal staff assistance by a Career Center located in Miami-Dade or Monroe County.

Unsubsidized Employment: Full-time employment of thirty (30) or more hours or part-time employment of less than thirty (30) hours per week not directly supplemented by federal or state funds. Paid apprenticeship and cooperative education are included in this activity. (In SNAP, full-time is thirty (30) hours a week or more and part-time is 29 hours a week or less).

Veteran: For the purposes of implementing priority of service, the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132 of the “Jobs for Veterans Act” Public Law 107-288 (38 USC 4215) requires that program operators use the broad definition of veteran found in 38 U.S.C. 101(2). Under this definition, the term “veteran” means a person who served at least one day in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable, as specified in 38 U.S.C. 101(2).

Veterans’ Program: Veterans’ Program services are fully integrated into the Career Center with services to veterans considered a total Career Center responsibility and not only the domain of the Disabled Veterans’ Outreach Program and Local Veterans’ Employment Representative staff.

Wagner Peyser or WP: The Wagner-Peyser Act of June 6, 1933, as amended under WIOA. A federally funded labor exchange program developed to match employers with qualified out of work individuals. It is linked to the Re-employment Assistance program, helping applicants filing for Re-employment Assistance benefits to find new employment opportunities.

Welfare and/or Public Assistance Recipient: An individual who receives, or is a member of a family who receives, cash payments under a federal, state, or local income-based public assistance program. TANF, SNAP, Medicaid, and childcare subsidy are examples of public assistance programs.

Welfare Transition Program or WTP/Career Advancement Program or CAP: See the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) (Locally referred to as Career Advancement Program or CAP). WTP enables welfare recipients to move from welfare to work by emphasizing self-sufficiency and personal responsibility.

Services include, but are not limited to:

- Job search, job preparation and job placement
- Education and Training
- Case management and counseling
- Subsidized childcare
- Transportation assistance
- Relocation assistance

WIOA Adult: An individual who is eighteen (18) years or older and is economically disadvantaged as defined by the SFWIB.

WIOA Dislocated Worker: An individual who (1) has been terminated or laid off or who has received notice of layoff or termination; is eligible for or has exhausted Re-employment Assistance and is unlikely to return to his/her previous industry or occupation; (2) has been terminated or laid off or who has received notice of layoff or termination; insufficient earnings, or the employer is not covered under UC law and is unlikely to return; (3) plant closure or substantial layoff; (4) is employed at a facility where the employer has made a general announcement that the facility will close within one-hundred eighty days; (5) was self-employed but is unemployed as a result of general economic conditions; (6) Displaced Homemaker; (7) active service member's spouse who lost employment due to relocation; and (8) active service member's spouse who is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

Work Experience: Planned, structured learning experiences that take place in a workplace for a limited period of time. They may be paid or unpaid, as appropriate, and must include academic and occupational education. Work experience workplaces may take place in the private, for-profit, non-profit or public sectors.

Work Maturity Skills: Skills required to meet employer expectations for dependability and productivity that are essential to enable a young adult to keep a job once he or she gets hired, including, but not limited to the following: attendance, punctuality, positive attitude/behavior, appearance, interpersonal relations and task completion.

Workforce Innovation and Opportunity Act or WIOA: Legislation that laid the framework for delivery of workforce services at the state and local level to jobseekers who need the services. WIOA is designed to help jobseekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. These core programs are included in WIOA:

- Employment and Training Programs (Title I):
- Disadvantaged Youth Services
- Economically Disadvantaged Adult Services
- Dislocated Worker Programs
- Re-employment Services under Wagner-Peyser
- Disabled persons employment support through Vocational
- Rehabilitation Services

Workforce Management System or WFMS: The system for tracking participant's training related information, i.e., expenditures and performance data, and that enables career advisors to create, modify and track budget accounts and expenditures for participants receiving support services.

FINANCIAL CLOSEOUT PROCEDURES

I. **Purpose**

The purpose of this procedure is to document and provide guidance to Contractors and the SFWIB's staff on the required process to close out contracts at the expiration or termination date.

II. **Policy**

- A. The Contractor shall complete and submit a Financial Closeout for each contract on or before thirty (30) calendar days after the Contract expires, or upon termination of the Contract. For example, if the contract expires June 30, the Financial Closeout will be due to the SFWIB on or before July 30.
- B. If the Contractor's Final Expenditure Report indicates that payments were made to the Contractor in excess of the actual costs of providing contracted services or if the actual expenditures surpass the budgeted amount, the Contractor shall refund the difference to the SFWIB within thirty (30) calendar days of SFWIB's notification of overpayment. If the Contractor does not timely repay the difference, the Contractor shall pay the SFWIB the maximum lawful rate of interest allowed in the state of Florida on the outstanding amount.
- C. The following required Financial Closeout documents shall be submitted by the Contractor:
 - 1. Final Expenditure Report (**Enclosure 1**).
 - 2. Year to Date Reconciliation between specified line items in (**Enclosure 2**) by fund and actual expenditures by line item.
 - 3. Year to Date General Ledger for the SFWIB's expenditures only.
 - 4. Indirect Cost Reconciliation.
- D. Upon the request of the Contractor, the SFWIB's accountant shall provide technical assistance to the SFWIB on completing the Financial Closeout.
- E. The Contractor shall complete and submit to SFWIB an annual fiscal audit report within six (6) months after the end of the fiscal year and in compliance with 2 CFR Chapter II, Subpart F, §200.512(a).

III. **Procedure**

A. **Salaries/Wages**

The Contractor's staff persons may be paid for absences (vacations, sick leave, etc.), if such a provision for payment is included in the Contractor's personnel policies and procedures manual that was submitted as part of the operational documents. The Contractor is encouraged to allow staff to take time off rather than issue payment for leave time.

The Contractor's staff persons may be paid for unused vacation time upon termination from the program. This payment shall be charged to staff salaries unless such payment, when added to the total salary, exceeds the maximum salary established in the operating budget.

B. **Insurance**

The Contractor shall keep in force all insurance policies, which are applicable to its program(s).

C. Professional Service, Sub-Contract & Rental Agreements

Within thirty (30) days following the end of the Contract, the Contractor shall cancel all of the following services, which will not be applicable to any future contract with the SFWIB:

1. All professional service agreements and sub-contract agreements paid by funds generated from this Contract;
2. All rental contracts associated with office space, equipment, and/or vehicles and maintenance contracts which are paid with funds generated from this Contract; and
3. All utility services associated with the operation of Contractor's program (i.e. telephone, electricity, water) paid by funds generated from this Contract.

D. Completion of Financial Closeout

1. **Final Expenditure Report (Enclosure 1):**

The Contractor shall submit an actual expenditure report within thirty (30) days following the end of the Contract. This report must reflect:

- A summation of the cumulative expenditures incurred by the Contractor for providing the contracted services.
- A summation of the cash reimbursements and credits received by the Contractor for providing the contracted services.
- The difference between the approved expenditures and the reimbursements received by the Contractor. This difference will reflect either an amount that is due and payable to the Contractor or an overpayment that the Contractor received that is due and payable to the SFWIB.

2. **Year to Date Reconciliation between specified categories by fund, budget line item and actual expenditures (Enclosure 2):**

Actual expenditures billed to the SFWIB should be equal to or less than line item budget. The SFWIB Year to Date General Ledger must be submitted as supporting documentation with the closeout package.

3. **Indirect Cost Reconciliation:** (Enclosure 2) The Contractor shall complete the indirect cost reconciliation by comparing the indirect costs charged to the actual indirect cost paid. Refunds may be requested for overages.

E. The SFWIB's Accountant Responsibility

The SFWIB's accountant assigned to the contract will provide the Contractor with technical assistance to complete the Financial Closeout, upon request.

The SFWIB's accountant will perform the following functions:

1. Verify that all required enclosures are completed accurately, signed and dated.
2. Verify the Contractor's total expenditure against the financial records and the budget amounts to confirm there are no overages.

FINAL EXPENDITURE REPORT

Contractor Name:	_____	Prepared By:	_____
Program Name:	_____	Index Code:	_____

CUMMULATIVE PROGRAM EXPENDITURES

Year to Date Expenditures Approved by the SFWIB (from Payment Requests)

\$ -

Purchases made by the SFWIB on behalf of the Contractor

\$ -

Less: Year to Date Late Invoicing Amount

\$ -

Total Expenditures

\$ -

CUMMULATIVE PAYMENTS

Year to Date Cash Payments Received from the SFWIB for

\$ -

Purchases made by the SFWIB on behalf of the Contractor

\$ -

Total Payments

\$ -

BALANCE DUE TO CONTRACTOR (if not applicable enter zero)

\$ -

or

BALANCE DUE FROM CONTRACTOR (if not applicable enter zero)

\$

Please detail any balance(s) due from Contractor by invoice packages: _____

Pursuant to the terms of this Contract between the Contractor listed above and the SFWIB, and in consideration of the total amounts earned and paid to the Contractor for performance, which equals \$_____ the Contractor remises, releases, and discharge the SFWIB, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from this Contract. **The Contractor's submission of the Financial Closeout Package is a complete release and waiver of any and all liability, claims or causes of action that allegedly resulted from engagement of and/or performance under this Contract and acknowledges the SFWIB has fully performed and satisfied any and all of its obligations due under this Contract.**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Name of Official Authorized to Sign the Contract

Signature of Official Authorized to Sign the Contract /Date

CLOSEOUT RECONCILIATION

CAREER CENTERS

	1 Budget Original	2 Budget Adjustment	3 Budget Revised*	4 Actual Expenditures	5 Difference (3-4)	6 General Ledger	7 Difference (6-4)
WIOA AD							
<u>Programmatic</u>							
Salary		\$ -			\$ -		\$ -
Fringe Benefits		\$ -			\$ -		\$ -
Participant Cost		\$ -			\$ -		\$ -
Other Specified Costs		\$ -			\$ -		\$ -
Indirect Cost		\$ -			\$ -		\$ -
Profit		\$ -		\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Administrative</u>							
Salary		\$ -			\$ -		\$ -
Fringe Benefits		\$ -			\$ -		\$ -
Participant Cost		\$ -			\$ -		\$ -
Other Specified Costs		\$ -			\$ -		\$ -
Indirect Cost		\$ -			\$ -		\$ -
Profit		\$ -		\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Grand Total	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
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WIOA DW

Programmatic

Salary	\$	-			\$	-			\$	-		
Fringe Benefits	\$	-			\$	-			\$	-		
Participant Cost	\$	-			\$	-			\$	-		
Other Specified Costs	\$	-			\$	-			\$	-		
Indirect Cost	\$	-			\$	-			\$	-		
Profit	\$	-			\$	-			\$	-		
Total	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

Administrative

Salary	\$	-			\$	-			\$	-		
Fringe Benefits	\$	-			\$	-			\$	-		
Participant Cost	\$	-			\$	-			\$	-		
Other Specified Costs	\$	-			\$	-			\$	-		
Indirect Cost	\$	-			\$	-			\$	-		
Profit	\$	-			\$	-			\$	-		
Total	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

Grand Total	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
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REA

Programmatic

Salary		\$	-			\$	-			\$	-	
Fringe Benefits		\$	-			\$	-			\$	-	
Participant Cost		\$	-			\$	-			\$	-	
Other Specified Costs		\$	-			\$	-			\$	-	
Indirect Cost		\$	-			\$	-			\$	-	
Profit		\$	-		\$	-	\$	-	\$	-		
Total	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

Administrative

Salary		\$	-			\$	-			\$	-	
Fringe Benefits		\$	-			\$	-			\$	-	
Participant Cost		\$	-			\$	-			\$	-	
Other Specified Costs		\$	-			\$	-			\$	-	
Indirect Cost		\$	-			\$	-			\$	-	
Profit		\$	-		\$	-	\$	-	\$	-	\$	-
Total	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

Grand Total	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
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TANF

Programmatic

Salary	\$	-			\$	-			\$	-		
Fringe Benefits	\$	-			\$	-			\$	-		
Participant Cost	\$	-			\$	-			\$	-		
Other Specified Costs	\$	-			\$	-			\$	-		
Indirect Cost	\$	-			\$	-			\$	-		
Profit	\$	-		\$	-	\$	-	\$	-	\$	-	
Total	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

Administrative

Salary	\$	-			\$	-			\$	-		
Fringe Benefits	\$	-			\$	-			\$	-		
Participant Cost	\$	-			\$	-			\$	-		
Other Specified Costs	\$	-			\$	-			\$	-		
Indirect Cost	\$	-			\$	-			\$	-		
Profit	\$	-		\$	-	\$	-	\$	-	\$	-	
Total	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

<u>Grand Total</u>	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
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[illegible]

(Exhibit G)

[illegible]

BUDGET REVIEW

CONTRACTOR: ARBOR E&T, LLC

TITLE: CareerSource Center (North Miami Beach) INDEX: 12130

(7/1/21 – 6/30/22)

CONTRACTS UNIT REVIEW

Contracts Manager Assigned: Fernando Odio Date Submitted: 8/31/21

PY'21-22 New Budget

North Miami Beach	WIOA AD:	WIOA DW:	WIOA RR:	TANF:	SNAP:	REA:	Total
Total Allocation	\$247,184	\$169,301	\$34,531	\$324,572	\$65,056	\$8,889	\$849,533

Comment(s): Reference award letter dated 7/6/21.

This Budget was reviewed for reasonable projection of expenditures by:

Contracts Manager's/Administrator's Signature: Fernando Odio Date Signed: 9/16/21

- X Initial Budget/Contract
- Budget Modification/Contract Modification
- Quarterly Budget Modification (no Contract Modification)
- 15% Variances Approval Letter Required

FINANCE UNIT REVIEW AND APPROVAL

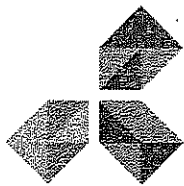
Please route in order to the following:

1. Reviewed and Posted to Books by Account Clerk: [Signature] 9/20/21
2. Reviewed for Support Services: [Signature] (No Financial updates) 9/21/2021 [Signature] 9/20/2021 NO WFMS Adjustment
3. Reviewed by Assistant Controller: [Signature] 9-22-21
4. Indirect Cost Rate/Cost Allocation Plan Budgeted costs verified by: [Signature]
5. Assistant Director's Signature: [Signature] Date Signed: 1/25/22

Approved by Finance

Routing after Final Assistant Director's approval: to account clerk to scan and original to Contracts.

Comment(s): Revised 06/11/20



July 6, 2021

Mr. Edward M. Douglass
Manager & President
Arbor E&T, LLC
805 N. Whittington Parkway, Suite 400
Louisville, KY 40222

RE: Rescinding/Revising Award Letter Dated June 17, 2021

Dear Mr. Douglass:

This is to notify you that your agency has been awarded funds for the provision of Workforce Services for a **twelve (12) month** period. The effective period for the funding allocation is **July 1, 2021 through June 30, 2022**.

The estimated total funding awarded to **Arbor E&T, LLC** to operate the **North Miami Beach CareerSource Center** is as set forth below:

North Miami Beach	WIOA Adult	WIOA Dislocated Worker	WIOA Rapid Response	TANF	SNAP	RESEA	Total
Total Allocation	\$247,184	\$ 169,301	\$ 34,531	\$ 324,572	\$ 65,056	\$ 8,889	\$ 849,533

* Administrative costs will be capped at ten percent (10%) or the Federal Indirect Cost Rate.

Cost Reimbursement: As approved by the SFWIB for the period of **July 1, 2021–June 30, 2022**, the SFWIB shall pay the Contractor for program and administrative expenses, on a cost reimbursement basis, an amount up to one-hundred percent (100%). However, the SFWIB expects the Contractor to make every effort possible to achieve the required performance indicators (i.e., Direct Job Placements, Job Order Creation, Incomplete Registration, Referral-to-Placement, Soft Exit, WIOA Follow-ups [current and exited cases], Wagner-Peyser Follow-ups, etc.) during the cost reimbursement period as outlined in Exhibit A–Statement of Work, and the CSSF Balanced Scorecard Performance Requirement (Attachment 3 of Exhibit A, Statement of Work). Invoices shall be submitted as set forth in Article IV, Section H-Monthly Invoicing, item 6–Cost Reimbursement.

Please note that the following clauses have been added to the Standard WS Contract for PY'21-22:

info@careersourcesfl.com
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126
p: 305-594-7615 | f: 305-470-5629



SIXTY- (60) DAY TIME LIMIT

Upon receipt and review of the Contract, the Contractor shall notify the SFWIB in writing of any items identified for negotiation. The SFWIB shall schedule a negotiation session within thirty (30) days of receipt of the Contractor's request. Upon conclusion of negotiations, the Contractor shall deliver the fully executed Contract to the SFWIB. In the event a fully executed copy of this Contract has not been delivered to the SFWIB within 60 days of issuance by the SFWIB, or 60 days of contract commencement date, whichever is earlier, the SFWIB shall have the right to rescind the funding award on written notice to Contractor.

CORONAVIRUS DISEASE 2019 ("COVID-19") DISINFECTION AND SANITATION REQUIREMENTS

The Contractor shall ensure that the Contractor's employees are informed of notification requirements regarding exposure to the COVID-19 to protect the health and safety of the public following the Centers for Disease Control's ("CDC's") guidelines.

To protect the health and safety of its employees, visitors, and the general public, employees who have been exposed to or have tested positive for COVID-19 are encouraged to notify the Contractor. The Contractor shall ensure remediation measures to sanitize the CareerSource center are taken according to the protocols set forth by the CDC.

The Contractor shall procure disinfection and sanitation services for reported cases of COVID-19 exposure within the CareerSource center.

When the Contractor receives notification that an employee, or other individual that has been at the CareerSource center has tested positive for, or has been exposed to COVID-19 the contractor shall:

- Notify the SFWIB facilities unit immediately, but not later than the start of the next business day after receiving such notification, verbally and in writing.
- The notification shall include, based on current CDC guidelines, the length of time that the CareerSource center will close due to COVID-19. Please utilize the CSSF COVID-19 report, **Attachment 11**.
- Coordinate with Contractor's vendor, the date and time for the disinfection and sanitation of the CareerSource center.
- Ensure the proper disinfection and sanitation of the CareerSource center is completed prior to reopening following the current CDC guidelines regarding sanitation.
- Notify the SFWIB facilities unit when sanitation is completed.

Payment for Disinfection and Sanitation: the costs for disinfection and sanitation of the CareerSource center shall be included in the Contractor's budget from the Contractor's allocated funds for the operation of the CareerSource center.

ANNUAL CERTIFICATION

If the Contract is extended as set forth in **Article I, Section C, Effective Term**, on an annual basis, the Contractor shall sign the certification that all certifications and assurances on file with the Agreement are current and that the terms and conditions have not changed. The Contractor shall complete **Exhibit L, Annual Certification** attached hereto and incorporated herein by reference.

Please note that the following clauses have been revised to the Standard WS Contract for PY'21-22:

AUTONOMY

The Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the Parties. The Contractor is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that the Contractor is only a recipient of funding from the SFWIB and is not an agency or instrumentality of any kind of the SFWIB. Furthermore, the Contractor's, officers, agents, servants, and employees are not officers, agents, servants, or employees of the SFWIB or any of the SFWIB's agencies or instrumentalities, except so long as when the Contractor is approved by two-thirds vote of the board members once quorum is established.

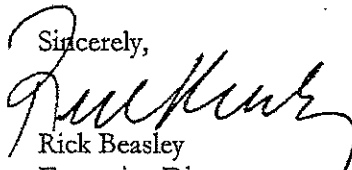
STAFFING REQUIREMENTS

The Contractor shall maintain an organizational structure and adequate programmatic, administrative, and support staff sufficient to fulfill the Contractor's contractual obligations hereunder. The Contractor shall submit **Staffing Roster/New Hire/Termination Reports** in accordance with **Exhibit E, Reporting Requirements**, attached hereto and incorporated by reference as if fully set forth herein.

- **Exhibit K- Staffing Requirements** has been removed

The contract for the CareerSource center funded is attached for your signature. Please prepare a budget for the CareerSource center funded and e-mail to the attention of Fernando Odio, Contracts Manager.

Should you have any questions or concerns, please contact Mr. David Gilbert at (305) 929-1640.

Sincerely,


Rick Beasley
Executive Director
South Florida Workforce Investment Board
d/b/a/CareerSource South Florida

Mr. Edward M. Douglass
Arbor E&T, LLC
July 6, 2021
Page 4 of 4

Pc: Renee Bennett, Assistant Controller, SFWIB/CSSF
Dulce Quiñones, Contracts Compliance Supervisor, SFWIB/CSSF
David Gilbert, Adult Programs Manager, SFWIB CSSF
Robert Smith, Adult Programs Supervisor, SFWIB/CSSF
Roxanne Soto, Contracts Administrator, SFWIB/CSSF
Central File, SFWIB/CSSF

				FUNDING SOURCES																
				G		D		I												
Salaries:				WIOA ADULT		WIOA DW		WIOA RR		TANF		SNAP (Oct-Jun)		REA						
				29.09646%		19.92871%		4.06470%		38.208933%		7.65785%		1.046339%		100%				
BUDGETED FUNDING SPLIT				%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount			
				%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount			
GIL 5001	Position	Name	Annual Salary	% of Annual	Effective Salary															
0.25	Workforce Center Director (4 Centers)	BRITO,HILMA	95,000	25.0%	23,750.00	29.10%	6,910.40	19.93%	4,733.07	4.06%	965.37	38.21%	9,073.91	7.66%	1818.74	1.05%	248.51			
1	Business Consultant	MORALES, PEDRO	35,360	100.0%	35,360.00	29.10%	10,288.50	19.93%	7,046.79	4.06%	1,437.28	38.21%	13,509.62	7.66%	2,707.82	1.05%	369.99			
1	Program Assistant 1	GUZMAN,ELISA M	27,040	100.0%	27,040.00	29.10%	7,867.68	19.93%	5,389.72	4.06%	1,099.11	38.21%	10,330.88	7.66%	2,070.68	1.05%	282.93			
1	Outreach Specialist	RAYE,VIVIAN	35,360	100.0%	35,360.00	29.10%	10,288.50	19.93%	7,046.79	4.06%	1,437.28	38.21%	13,509.62	7.66%	2,707.82	1.05%	369.99			
1	Placement Specialist	IRABARREN,DIANA	35,360	100.0%	35,360.00	29.10%	10,288.50	19.93%	7,046.79	4.06%	1,437.28	38.21%	13,509.62	7.66%	2,707.82	1.05%	369.99			
1	Workforce Program Supervisor	PORTER,BENJAMIN	44,980	100.0%	44,980.00	29.10%	13,087.59	19.93%	8,963.93	4.06%	1,828.31	38.21%	17,185.03	7.66%	3,444.50	1.05%	470.64			
1	Placement Specialist	RICARDO,MICHELLE	35,360	100.0%	35,360.00	29.10%	10,288.50	19.93%	7,046.79	4.06%	1,437.28	38.21%	13,509.62	7.66%	2,707.82	1.05%	369.99			
1	Career Advisor	JOSEPH-BORDES,MARIE	35,360	100.0%	35,360.00	29.10%	10,288.50	19.93%	7,046.79	4.06%	1,437.28	38.21%	13,509.62	7.66%	2,707.82	1.05%	369.99			
1	Placement Specialist	MOISE,BOLIVAR	35,360	100.0%	35,360.00	29.10%	10,288.50	19.93%	7,046.79	4.06%	1,437.28	38.21%	13,509.62	7.66%	2,707.82	1.05%	369.99			
1	Career Advisor	PIERRE-LOUIS,GUILLEN	35,360	100.0%	35,360.00	29.10%	10,288.50	19.93%	7,046.79	4.06%	1,437.28	38.21%	13,509.62	7.66%	2,707.82	1.05%	369.99			
1	Program Assistant 1	RAWLINS,TROY W	29,994	100.0%	29,993.60	29.10%	8,727.08	19.93%	5,977.34	4.06%	1,219.16	38.21%	11,459.33	7.66%	2,296.86	1.05%	313.83			
1	Program Assistant 1	PARKER, TORY	29,120	100.0%	29,120.00	29.10%	8,472.89	19.93%	5,803.24	4.06%	1,183.64	38.21%	11,125.57	7.66%	2,229.97	1.05%	304.69			
1	Administrative Assistant - 3 centers	GALVEZ-RICO,ZAYRI	41,600	33.3%	13,852.80	29.10%	4,030.87	19.93%	2,760.68	4.06%	563.08	38.21%	5,292.59	7.66%	1,060.83	1.05%	144.95			
1	Career Advisor	JOSEPH-BORDES,MARIE	41,600	100.0%	41,600.00	29.10%	12,104.12	19.93%	8,290.34	4.06%	1,690.92	38.21%	15,893.67	7.66%	3,185.67	1.05%	435.28			
1	Customer Svc Rep	TROBINSON,LINDA	22,880	100.0%	22,880.00	29.10%	6,657.27	19.93%	4,559.69	4.06%	930.00	38.21%	8,741.52	7.66%	1,752.12	1.05%	239.40			
1	Career Advisor	WOODEN,PATRICIA A	41,600	100.0%	41,600.00	29.10%	12,104.12	19.93%	8,290.34	4.06%	1,690.92	38.21%	15,893.67	7.66%	3,185.67	1.05%	435.28			
1	Career Advisor	MENARD,MARIE	35,360	100.0%	35,360.00	29.10%	10,288.50	19.93%	7,046.79	4.06%	1,437.28	38.21%	13,509.62	7.66%	2,707.82	1.05%	369.99			
1	Placement Specialist	CRUZ,ALEXIS	35,360	100.0%	35,360.00	29.10%	10,288.50	19.93%	7,046.79	4.06%	1,437.28	38.21%	13,509.62	7.66%	2,707.82	1.05%	369.99			
0.25	Project Accountant/Support Payment Processor (4 centers)	GONZALEZ,DORISA	76,001	25.0%	19,000.28	29.10%	5,528.41	19.93%	3,786.51	4.06%	772.31	38.21%	7,259.23	7.66%	1,456.01	1.05%	198.81			
Staff position Count is 16 with some staff at % of time for the full year. This is subject to management decision & available funding during the course of the year				Effective FTE:		16.8														
5001	TOTAL BUDGETED SALARIES			768,055	79.7%	\$612,056.68	29.10%	\$178,086.73	19.93%	\$121,974.97	4.06%	\$24,878.34	38.21%	\$233,841.58	7.66%	\$46,870.43	1.05%	\$6,404.23	100.01%	\$612,056.68

NORTH MIAMI BEACH

Arbor E&T, LLC
Projected Program Cost Narrative North Miami Beach Career Center

The budget presented is allowable, reasonable and cost effective based on the information provided in the RFP, Questions and Answers, and historical data for this project and similar projects of this size.

Note: Totals in some line items do not match the budget due to necessary adjustments to cover line item deficit balances.

Salaries

Salaries are competitive for the area and responsibilities and include paid holidays & paid time off:

Legend to program budget detail

E7

D7

I7

<u>Position</u>	<u>Name</u>	<u>Biweekly Salary</u>	<u>% Allocated</u>	<u># of pay weeks</u>	<u>Effective Dates</u>	<u>Annual Salary</u>	<u>% of Annual</u>	<u>Effective Date Salary</u>	<u>Amt Budgeted</u>
Workforce Center Director (4 Centers)	BRITO,HILMA	3461.54	25%	52 @ 25%	7/1/21 - 6/30/22	95,000.00	25.0%	23,750.00	23,750.00
Business Consultant	MORALES, PEDRO	1360.00	100%	52	7/1/21 - 6/30/22	35,360.00	100.0%	35,360.00	35,360.00
Program Assistant 1	GUZMAN,ELISA M	1040.00	100%	52	7/1/21 - 6/30/22	27,040.00	100.0%	27,040.00	27,040.00
Outreach Specialist	RAYE VIVIAN	1360.00	100%	52	7/1/21 - 6/30/22	35,360.00	100.0%	35,360.00	35,360.00
Placement Specialist	IRABARREN,DIANA	1360.00	100%	52	7/1/21 - 6/30/22	35,360.00	100.0%	35,360.00	35,360.00
Workforce Program Supervisor	PORTER,BENJAMIN	1730.00	100%	52	7/1/21 - 6/30/22	44,980.00	100.0%	44,980.00	44,980.00
Placement Specialist	RICARDO,MICHELLE	1360.00	100%	52	7/1/21 - 6/30/22	35,360.00	100.0%	35,360.00	35,360.00
Administrative Assistant - 3 centers	GALVEZ-RICO,ZAYRI	532.80	33.33%	52	7/1/21 - 6/30/22	41,600.00	33.3%	13,852.80	13,852.80
Career Advisor	JOSEPH-BORDES,MARIE	1360.00	100%	52	7/1/21 - 6/30/22	35,360.00	100.0%	35,360.00	35,360.00
Placement Specialist	MOISE,BOLIVAR	1360.00	100%	52	7/1/21 - 6/30/22	35,360.00	100.0%	35,360.00	35,360.00
Career Advisor	PIERRE-LOUIS,GUILLEN	1360.00	100%	52	7/1/21 - 6/30/22	35,360.00	100.0%	35,360.00	35,360.00
Program Assistant 1	RAWLINS,TROY W	1153.60	100%	52	7/1/21 - 6/30/22	29,993.60	100.0%	29,993.60	29,993.60
Program Assistant 1	PARKER, TORY	1120.00	100%	52	7/1/21 - 6/30/22	29,120.00	100.0%	29,120.00	29,120.00
Career Advisor	PEREZ DRAGO ILEANA	1600.00	100%	52	7/1/21 - 6/30/22	41,600.00	100.0%	41,600.00	41,600.00
Customer Svc Rep	TROBINSON LINDA	880.00	100%	52	7/1/21 - 6/30/22	22,880.00	100.0%	22,880.00	22,880.00
Career Advisor	WOODEN,PATRICIA A	1600.00	100%	52	7/1/21 - 6/30/22	41,600.00	100.0%	41,600.00	41,600.00
Career Advisor	MENARD MARIE	1360.00	100%	52	7/1/21 - 6/30/22	35,360.00	100.0%	35,360.00	35,360.00
Placement Specialist	CRUZ ALEXIS	1360.00	100%	52	7/1/21 - 6/30/22	35,360.00	100.0%	35,360.00	35,360.00
Project Accountant/Support Payment Processor (4 centers)	GONZALEZ DORISA	2923.12	25%	52 @ 25%	7/1/21 - 6/30/22	76,001.12	25.00%	19,000.28	19,000.28

The Workforce center Director's effective salary is calculated as 95,000.00/4 centers.

1.00

1.00

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1.00

The 17.25% effective administrative salary for the Project Accountant/Support Payment Processor (4 centers) is calculated as \$76,000 annual salary / 4 centers and further allocated to programmatic and administrative duties at a 69% to 31% ratio.

EXHIBIT H

Total staff salaries and wages					768,054.72	16.83	612,056.68	612,056.68	612,056.68	
Fringe Benefits:										
Category					Computation		Projected Annual Cost		Budgeted Cost	
FICA/MICA Payroll Taxes					7.65%		x salary =	46,822.34	45,479.33	
Workman's Comp					2.32%		x salary =	14,199.71	13,849.33	
Unemployment		FTE's X 1.5 of Wage Cap X Rate			17	12000	3.19%	x salary =	6,507.60	
Health Ins.					8.16%		x salary =	49,943.83	33,173.02	
Life Ins., Disab & Pension					1.25%		x salary =	7,650.71	7,149.42	
								125,124.19	105,975.90	
Total Fringes:										105,975.90
Telephone/Communications										
Telephone and application hosting communication costs are made up of monthly stipends provided to Supervisory staff using their own Cell phones for business purposes at a monthly reimbursement rate of \$75 (data included) or \$40 for just phone and mifi. Proj Dir allocates 25% of her Stipend to the project @ \$26.91. Monthly Application hosting costs assigned 1 per project @ 15.42 per month										
monthly cost		42.33	X	12	=	508.00				
Total Telephone:										508.00
Office Supplies										
Consumable supplies necessary for office operations, including paper, pens, pencils, etc. Based on full FTE's in place at the Center (min 22) and usage rate of \$23.28 per month Office furniture, regardless of cost, shall be purchased by CSSF.										
		157.92	x	12	Months	=	1,895.00			
Total Supplies:										1,895.00
Postage										
Includes postage for mail-outs to participants and businesses, plus routine postage. Courier service for delivery related to payroll processing , HR , participant payments and Center documents that are time sensitive. Cost was calculated based on historical cost/prior year expenditures.										
Postage		40.00 per month X			12	months =	480.00	480.00		
Courier		76.67 per month for the center X			12	months =	920.00	920.00		
Total Postage/Courier:										1,400.00
Licenses & Permit										280.00

Insurance

Costs include General and Professional Liability Insurance for this project. Company insurance costs are allocated to contracts at a consistent percentage of revenue. The standard rate is \$5.46 per \$1000 total contract award.

849,533.00	/	1000	x	\$5.46	=	4,638.00	ROUNDED		
Amount Budgeted:								Budgeted	4,638.00

Local travel									
Local travel costs include mileage and tolls for trips made on staff personal vehicles for contract-related business, such as travel to South Florida Workforce, to meetings, and travel between centers for the Workforce Centers Director and has been reduced from the normal usage due to Pandemic									
			projected miles			# of staff			
Mileage	mileage rate allowed	0.44	/ mile x	25	12 months	1	=	136.00	136.00 rounded
Total Local Travel:									136.00

Background Checks

New hire staff employment verification information services for Drug screening and background checks

43.41	X	16	694.61						
									694.61

Covid Sanitation								450.00	450.00
------------------	--	--	--	--	--	--	--	--------	--------

Other Services : Temporary Labor									
From April, 21 to June 21 PA position was paid through Robert half TEMP to Perm.									
Dorisa Gonzales was hired through the Temp Service and will begin as regular Staff in July 21									
\$	12	X		-	33.00%	-			
weeks			Wages & benefits						-

Other Services: TALX Corp and Background checks									
Participant employment verification information service that staff utilize daily.									
Our contract with CSSF now requires us to verify the employment of 100% of all placements reported from the Centers. This is a change from the past so we have budgeted additional TALX (Work-Number verifications) to accommodate this additional workload/need. We have a contracted rate with TALX that is greatly reduced from the regular rate because of the volume we do around the country. The increase is in the numbers we are now required to do.									
\$15.42 cost		X		100	=	1,537.98	ROUNDED		
Total Other Services:									1,537.98

Profit

Adjusted 5% Negotiated rate									
It is generally accepted that the level of profit should be set with regard to the complexity of work and the level of risk, among other factors.Arbor's negotiated profit rate is 5%.									
			Modified Direct costs						
739,229.28		X		5.00%	=	36,961.46			
Total Profit:									36,961.46
GRAND TOTAL									766,533.63

BUDGET: PROJECTED ADMINISTRATIVE COST

EXHIBIT H

Agency Name: Arbor E & T, LLC
Project Name: North Miami Beach One-Stop Career Center
Period: 7/1/21-6/30/22 12 months

GL #/s		NAME OF FUNDING SOURCE:	WIOA ADULT		WIOA DW		WIOA RR		TANF		SNAP (Jul-Sep)		SNAP (Oct-Jun)		REA		TOTAL				
			29.09646%	Amount	19.92871%	Amount	4.06470%	Amount	38.20593%	Amount	Amount	Amount	7.65785%	Amount	1.04634%	Amount	%	Amount			
Salaries:																					
Position		Name	Annual Salary																		
Project Accountant			Dorisa Gonzalez	\$	5,890.00	29.10%	1,713.78		1,173.80	4.06%	239.41	38.21%	2,250.33	0.00%	-	7.66%	451.05	1.05%	61.63	80%	5,890.00
5001 TOTAL FTE/Salaries					29.10%	1,713.78	0.00%	1,173.80	4.06%	239.41	38.21%	2,250.33	0.00%	-	7.66%	451.05	1.05%	61.63	0.8	5,890.00	
Fringe Benefits:																					
5033 Executive Fringes																					
Pica/Mica			Rate: 7.65%	131.10		89.80		18.31		172.15				34.51		4.71		450.58			
Workman's Comp			Rate: 2.32%	38.76		27.23		5.55		52.21				10.46		1.43		136.64			
Unemployment			Rate: 1.50%	25.71		17.61		3.59		33.75				6.77		0.92		88.35			
Health Ins.			Rate: 10.65%	182.52		125.01		25.50		239.66				48.04		6.56		627.29			
Life Ins., Disab & Pension			Rate: 0.50%	8.57		5.87		1.20		11.25				2.26		0.31		29.46			
Retirement			Provide rationale & calculations																		
Other			Specify & provide rationale & calculations																		
Denial																					
Disability																					
5054 TOTAL Fringe Benefits					387.66		265.52		54.15		509.02	-		102.04		13.93	0%	1,332.32			
					29.10%	Amount	19.93%	Amount	4.06%	Amount	38.21%	Amount		7.66%		1.05%	Amount	%	Amount		
Operating Expenses:																					
Professional Services (list each)			Annual Cost																		
5075 Payroll Fees			\$	1,600.00		465.54		318.86		65.04		611.29		122.53		16.74	0%	1,600.00			
5201 Audit			\$	2,200.00		640.13		438.43		89.42		840.53		168.47		23.02	0%	2,200.00			
TOTAL Operating Expenses					1,105.67		757.29		154.46		1,451.82	-		291.00		39.76		3,800.00			
Total Administrative Expenses					3,207.11		2,196.61		448.02		4,211.17	-		844.09		115.32		11,022.32			
Indirect Cost Rate Calculation																					
Allocation Base (Modified Total Direct Cost).																					
Total Direct Costs			29.10%	212,279.55	19.93%	145,394.28	4.06%	29,655.04	38.21%	278,739.87	0.00%	-	7.66%	55,869.58	1.05%	7,633.85	100.0%	729,572.17			
Total Administrative Cost				3,207.11		2,196.61		448.02		4,211.17		-		844.09		115.32		11,022.32			
				215,486.66		147,590.89		30,103.06		282,951.04		-		56,713.67		7,749.17		740,594.49			
Less: Lease/Rent																					
Less: Capital Items																					
Less: Equipment																					
Less: Profit			(36,961.46)	(10,754.48)		(7,365.94)		(1,502.37)		(14,121.47)				(2,830.45)		(386.74)		(36,961.45)			
Modified Total Direct Costs					204,732.18		140,224.95		28,600.69		268,829.57	-		53,883.22		7,362.43		703,633.04			
Indirect Cost Rate			71,977.04	20,942.77		14,344.10		2,925.65		27,499.50			5,511.89		753.12		71,977.03				
Administrative Expenses					3,207.11		2,196.61		448.02		4,211.17	-		844.09		115.32		11,022.32			
TOTAL Administration Costs			\$	24,149.88	\$	16,540.71	\$	3,373.67	\$	31,710.67	\$	-	\$	6,355.98	\$	868.44	\$	82,999.35			
Attrition for Budget Purposes																					
TOTAL PROJECTED ADMINISTRATIVE COST			\$	24,149.88	\$	16,540.71	\$	3,373.67	\$	31,710.67	\$	-	\$	6,355.98	\$	868.44	\$	82,999.35			

A comprehensive narrative that includes explanation and calculation for all budgeted costs must be attached.

Projected Administrative Cost Narrative North Miami Beach Career Center

The budget presented is allowable, reasonable and cost effective based on the information provided in the RFP, Questions and Answers, and historical data for this project and similar projects of this size.

Administrative Costs

All Administrative costs other than indirect costs are excluded from Arbor's company-wide indirect cost calculation. This means that they are all allocated expenses and personnel that are specific to only this location.

Salaries

Salaries are competitive for the area and responsibilities and include paid holidays & paid time off.

Name	Biweekly	# of Pay	Annual	%	Amount
Support Payment Processor/Project Acco	2,923.08	26	76,000.00	7.750%	5,890.00

The 7.75% effective administrative salary for the Project Accountant/Support Payment Processor (4 centers) is calculated as \$76,000 annual salary / 4 centers and further allocated to programmatic and administrative duties at a 69% to 31% ratio.

Total staff salaries: 5,890.00

Fringe Benefits:

Category	Computation	Annual Cost	Budgeted Cost
Fica/Mica	7.65% x salary =	5,814.00	450.59
Workman's Comp	3.43% x salary =	2,606.80	136.66
Unemployment	3.80% x salary =	2,888.00	88.35
Health Ins.	10.65% x salary =	8,094.00	627.29
Life Ins., Disab & Pension	0.50% x salary =	380.00	29.45

Total payroll taxes, fringe benefits, and staff incentives 1,332.33

Payroll Fees

ADP Payroll costs directly charged to projects as a percentage of Program and Administrative payroll.

612,057 payroll x 0.26% (approx.) = 1,600.00

Total Payroll Fees: 1,600.00

Audit

Costs of agency audit, directly charged to projects as a percentage of the contract amount.

777,555.96 contract amt. x 0.28% (approx.) = \$ 2,200.00 2,200.00

Total Administrative Expenses 11,022.33

Indirect Costs

Indirect cost are real costs of providing and managing services on multiple contracts in multiple locations, costs that cannot be directly charged to each individual project in any feasible or cost-effective way.

Indirect Cost Rate Calculation

Allocation Base (Modified Total Direct		Target	9.77%
Total Direct Costs	766,533.63	849,533.00	
Total Administrative Cost	11,022.33	82,999.37	71,977.04
	777,555.96	766,533.63	

Less: Lease/Rent
Less: Capital Items
Less: Equipment
Less: Profit (38,326.68) 5%

Modified Total Direct Costs 739,229.28

Indirect Cost Rate—9.77% 71,977.04
Administrative Expenses 11,022.33

TOTAL Administration Costs 82,999.37

Attrition for Budget Purposes

TOTAL PROJECTED ADMINISTRATIVE COST 82,999.37

Total Administrative Costs 82,999.37

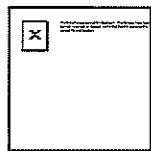
Aylen Hidalgo-Gato

From: Fernando Odio
Sent: Thursday, September 16, 2021 4:44 PM
To: Aylen Hidalgo-Gato
Cc: Renee Bennett; Roxanne Soto
Subject: Arbor PY'21 NMB Budget for Finance Review
Attachments: Revised award NMB 7.8.pdf; Arbor PY21 North Miami Beach Budget Review Form.docx; 21 09 16 Arbor - N. Miami Beach CC PY'21 Budget 07-06 Rev Indirect C PR update 8-28 (2) (002) TO FINANCE.xlsx

Hi Aylene, attached for review is the Arbor PY'21 NMB Budget, award letter, and budget review form.

Thanks.

Fernando Odio
Contracts Officer
CareerSource South Florida
7300 Corporate Center Drive, Suite 500
Miami, FL 33126
P: 305-929-1578 | F: 305-470-5519
email: fernando.odio@careersourcesfl.com
web: www.careersourcesfl.com



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From: Dorisa Gonzalez <Dorisa.Gonzalez@equusworks.com>
Sent: Monday, September 13, 2021 9:29 AM
To: Fernando Odio <Fernando.Odio@careersourcesfl.com>; Hilma Brito <hbrito@equusworks.com>
Cc: Rochelle Brown <rochellebrown@equusworks.com>; Brian McCaffrey <Bmccaffrey@brightspringhealth.com>; Roxanne Soto <roxanne.Soto@careersourcesfl.com>
Subject: RE: Arbor PY'21 Hialeah Downtown, Northside, and NMB Budgets Needing Corrections

Good Morning Fernando:
As per our conversation, attached please find NMB Budget after corrections.
The corrections were based on the percentage rate. The line # 9 shows the rate using 5 or 6 decimal points. I used profit to adjust the little cents differences I had in some programs. I was left only with 0.3 cents. The total program cost plus administration matches the total funds award by programs.

Please let me know if correct in order to correct HD and NS

Thanks,
Dorisa

From: Fernando Odio <Fernando.Odio@careersourcesfl.com>
Sent: Thursday, September 9, 2021 4:48 PM
To: Hilma Brito <hbrito@equusworks.com>

Cc: Rochelle Brown <rochellebrown@equusworks.com>; Dorisa Gonzalez <Dorisa.Gonzalez@equusworks.com>; Brian McCaffrey <Bmccaffrey@brightspringhealth.com>; Roxanne Soto <roxanne.Soto@careersourcesfl.com>
Subject: Arbor PY'21 Hialeah Downtown, Northside, and NMB Budgets Needing Corrections

**** CAUTION: This email originated from outside of the organization. Do not click or open attachments unless you recognize the sender and know the content is safe ****

Good morning Hilma, the **Hialeah Downtown** center budget is under review. Attached is the budget, which includes the details of the issues that need to be addressed, which are highlighted after the TOTAL PROJECTED PROGRAM COST line:

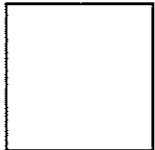
- The Total Projected Program Cost + The Total Projected Administrative Cost, by funding streams, do not agree with the funds awarded.
- The percent allocations of the Profit Line Item, to funding streams are different than all the other line items. For example, for the WIOA Adult funding stream, the calculation for Profit should be the annual profit cost indicated in the budget, \$33,745.61, multiplied by the percent allocation indicated for WIOA Adult, 30.25%. However, the amount budgeted represents an allocation of 30.17% to WIOA Adult.
 - Further review revealed that the cost calculation utilized for WIOA Adult is: **=SUM(F83*I83)-25.52**. The 25.52 amount lowers the cost budgeted, which results in an inaccurate amount and percent allocation. **This applies to all funding streams.**

Please note that the attached Northside and NMB budgets have the similar issues.

Please review and correct the attached budgets. Return them to my attention for further review.

Thanks.

Fernando Odio
Contracts Officer
CareerSource South Florida
7300 Corporate Center Drive, Suite 500
Miami, FL 33126
P: 305-929-1578 | F: 305-470-5519
email: fernando.odio@careersourcesfl.com
web: www.careersourcesfl.com



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From: Hilma Brito <hbrito@equusworks.com>
Sent: Tuesday, August 31, 2021 4:52 PM
To: Roxanne Soto <roxanne.Soto@careersourcesfl.com>
Cc: Fernando Odio <Fernando.Odio@careersourcesfl.com>; Rochelle Brown <rochellebrown@equusworks.com>; Dorisa Gonzalez <Dorisa.Gonzalez@equusworks.com>; Brian McCaffrey <Bmccaffrey@brightspringhealth.com>
Subject: HD PY 21-22 Contract Budget

Ms. Roxanne:
See attached HD PY 21-22 Budget.

Regards,

Hilma C Brito
EQUUS WORKSFORCE SERVICES
240 EAST 1 st Ave suite#212
Hialeah fl 33010.
cell: 305-343-8597

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CONTRACT INVOICE

Contractor Name: _____
Index Code: _____
Location Code: _____
Program Code: _____
Service Provider Code: _____

Prepared By: _____
Telephone #: _____
Invoice Date: _____
Invoice Period: _____

Total Monthly Performance Earned	
Administrative Portion 10% Max	\$ -
Remaining for Programmatic Expenses	\$ -

	WIOA Adult	WIOA DW	WIOA RR	TANF	FSET/SNAP (July-Sept)	FSET/SNAP (Oct-June)	UC	RESEA	TOTAL
PROGRAM COSTS (Non-Training)									
Staff Salaries									\$ -
Fringe Benefits									\$ -
Non-WFMS Participant costs (i.e. field trips, snacks, etc.) (please identify)									\$ -
1									\$ -
2									\$ -
3									\$ -
Other Costs									\$ -
Indirect Programmatic Cost (based on approved rate)									\$ -
Profit (for profit entities only)									\$ -
TOTAL PROGRAM COSTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

JOB READINESS									
Staff Salaries									\$ -
Fringe Benefits									\$ -
TOTAL JOB READINESS COSTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TRAINING PROGRAM MANAGEMENT COSTS									
Staff Salaries									\$ -
Fringe Benefits									\$ -
TOTAL TRAINING PROGRAM MANAGEMENT COSTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TRAINING CASE MANAGEMENT COSTS									
Staff Salaries									\$ -
Fringe Benefits									\$ -
TOTAL TRAINING CASE MANAGEMENT COSTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TOTAL PROGRAM COSTS									
Staff Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
All Other Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Programmatic Cost (based on approved rate)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Profit (for profit entities only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROGRAM COSTS BILLED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROGRAM COSTS NOT BILLED									\$ -

ADMINISTRATIVE COSTS									
Indirect Costs (based on approved rate)									\$ -
Other Direct Administrative Costs (please detail)									\$ -
									\$ -
TOTAL ADMINISTRATIVE COSTS BILLED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ADMINISTRATIVE COSTS NOT BILLED									\$ -

TOTAL PAYMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL SURPLUS									\$ -
TOTAL EARNED									\$ -

Training Program Management (TPM) - Costs directly related to developing, implementing, or coordinating authorized training programs (not services to individuals).

Training Case Management (TCM) - Staff expenditures directly related to case management and job placement services for clients in training (not clients seeking training). This includes staff expenditures associated with the provision of support services to individuals while they are in training.

The salary information and distribution across program funding streams are accurate and supported through detailed personnel activity report that meet the Uniform Guidance.

We understand that failure to maintain the required supporting documentation for staff time and all related expenses will result in payment disallowances that will either be deducted from future contract payments and/or payable in full to the South Florida Workforce Investment Board.

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Name of Person Authorized to Sign Reimbursement/Justification Packages

Signature of Person Authorized to Sign Reimbursement/Justification Packages

Date

Performance Payment Invoice
Time Period of 7/1/2021 through 6/30/2022

Exhibit J

Total Contract Amount:	Award	Monthly Payment				
		Base	Carry Over	Maximum	Earned	Not Earned
Job Placement Unit Funding		\$0.00	\$0	\$0	\$0	\$0

Minimum # of Placements to Carry Over Not Earned Dollars:

Max Placement:

	Monthly						Monthly Approved	
	Employment 1st Qtr			Employment >1st Qtr				
Program	Performance	Cost Per	Payment	Performance	Cost Per	Payment	Performance	Payment
Obtained Employments		\$0	\$0	0	\$0	\$0.00	0	\$
Direct Job Placements								
UDJP-Part Time/Temp/Seasonal	0	\$150	\$0	0	\$50	\$0	0	\$
UDJP-Full Time		\$300	\$0	0	\$200	\$0	0	\$
WIOA Adult/DW		\$1,100	\$0	0	\$900	\$0	0	\$
Disability		\$1,300	\$0	0	\$1,100	\$0	0	\$
Veteran Ex Offenders		\$1,500	\$0	0	\$1,300	\$0	0	\$
RA Claimant or Homeless Person		\$1,700	\$0	0	\$1,500	\$0	0	\$
TANF / CAP or SNAP		\$1,900	\$0	0	\$1,700	\$0	0	\$
DJP Subtotals	0		\$0	0		\$0	0	\$
OE & DJP Totals	0		\$0	0		\$0	0	\$

Training Pay Points					
	Performance	Cost Per	Payment		Payment
Program Completion	0	20%	\$0.00		\$0.00
Credential Attainment	0	30%	\$0.00		\$0.00
Total	0		\$0.00		\$0.00

Wage Rate Incentive					
	Performance	Cost Per	Payment		Payment
Universal DJP - PT / Seasonal >=\$14.58	0	\$37.50	\$0.00		\$0.00
Universal DJP - FT / PWE >=\$14.58	0	\$75.00	\$0.00		\$0.00
WIOA DJP >=\$14.58	0	\$100.00	\$0.00		\$0.00
Total	0		\$0.00		\$0.00

WIOA Second Payment					
	Performance	Cost Per	Payment		Payment
WIOA 2nd Payment for additional WIOA Placement	0	\$750.00	\$0.00		\$0.00
Total	0		\$0.00		\$0.00

OE & DJP & Wage Rate Incentive & Training Milestones & WIOA 2nd Placement & WIOA Follow Up	\$0
Form B - Adjustments for Previously Paid Placement Request Form	\$0
Form C - Placement Change Request Form	\$0
Adjusted Total	\$0
Payment	\$0

ANNUAL CERTIFICATION

I, Edward M. Douglass, on behalf of Arbor E&T, LLC dba Equus Workforce Solutions, certifies and assures that all certifications and assurances on file with the Contract are current. This certification is incorporated and made a part of the Contract # WS-CC-PY'21-31-00.

By:

Signature of Affiant

7/31/2021

Date

Edward M. Douglass, President

Printed Name of Affiant and Title

Arbor E&T, LLC dba Equus Workforce Solutions

Printed Name of Firm

805 N. Whittington Pkwy, Louisville, KY 40222

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 31 day of JULY, 2021He is personally known to me or has presented FLDL as identification.

Type of identification



Signature of Notary

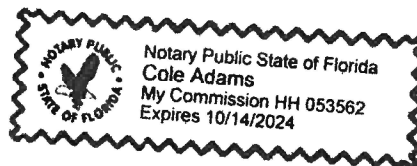
Serial Number

Cole Adams

Print or Stamp Name of Notary

10/14/2024

Expiration Date

Notary Public – State of Florida

AFFIRMATION/ACKNOWLEDGEMENT FORM

_____ affirms and acknowledges that the individuals listed below meet the
(Name of Contractor)
 minimum requirements as set forth by SFWIB staffing procedure transmittal available on line
 (www.careersourcesfl.com/resources/supportingdocuments/policytransmittals) for the position in which
 they are being hired for and that a Level 2 Background screening was conducted for the following
 employees with the employment decision indicated below:

Name of Employee	Confirm Applicant Meets Job Qualifications	Screening Date	Anticipated or Actual Hire Date	Criminal History (Yes/No)

 *Name and Title of Authorized Representative

 SFWIB Staff

 Signature of Authorized Representative

 Signature of Receiving Representative

 Date

 Date

Background screenings that provide criminal history information on a current or prospective employee,
 volunteer or subcontracted personnel **must** be submitted to the SFWIB Quality Assurance Supervisor.

- * The signatory should be fully and duly authorized to execute agreements on behalf of the Contractor named
 above.

DEFINITIONS

Able-Bodied Adults Without Dependents or ABAWD: An ABAWD is a person between the ages of 18 and 49 who has no dependents and is not disabled.

Access Points: Volunteer community organizations providing access to employment and training services. Access Points have staff trained by the workforce system to help customers search for jobs using web-based job matching and making appropriate referrals to CareerSource centers. Access Points work closely with CareerSource centers to ensure customers receive a full range of services they need to be job ready. Access Points do not receive career center funding to provide access point services.

Administrative Costs: Costs that are associated with the overall management and administration of the program and are not related to the provisions of services to participants.

Adult Basic Education or ABE: Education for adults whose inability to read, write or speak English or to effectively use mathematics is a barrier to their ability to get or keep employment. ABE is designed to improve their ability to benefit from training and improve their opportunities for employment and to meet adult responsibilities.

Adult Education and Literacy Activities: Programs, activities, and services that include: adult education, literacy, workplace adult education and literacy activities, family literacy activities, English language acquisition activities, integrated English literacy and civics education, workforce preparation activities, or integrated education and training.

Adult Programs: Programs for adults that include, but are not limited to, WIOA Adult, WIOA dislocated worker, WP, SNAP Employment and Training (“SNAP E&T”), CAP, RA, RESEA, UC claimants, and Veterans and Refugee Employment and Training.

Agricultural Services Program: An outreach and employment program for migrant and seasonal farm workers.

Allowable Costs: Costs which are necessary, reasonable and allowable under applicable federal, state and local law for the proper administration and performance of the services to be provided under this Contract.

Alternative Responsibility Plan or ARP: A plan that outlines the steps to self-sufficiency for individuals that are temporarily deferred from mandatory work requirements in the WTP/ CAP.

Amendment/Modification: A letter or formal document executed by both parties which provides for a change to the terms and conditions of this Contract or to the services to be provided under this Contract.

Appropriate Signatory: The appropriate/authorized signatory for the business shall be either the owner where the business is incorporated; a partner where the business is a partnership; or an officer if the business is a corporation.

Assessment: The process whereby individuals are interviewed and/or tested to determine their employability, motivation, aptitude, abilities and interests in order to develop a career plan for the attainment of the individual’s career goals.

ATLAS (Automated Tracking, Linking and Archiving Solution) Kiosk: An electronic data management system which supports programs and manages all in-center traffic and participant records.

Audit: A systematic review by a certified public accountant or other duly certified and licensed individual or organization to determine and report whether the Contractor's financial operations are being properly conducted, financial reports are being presented fairly and applicable laws and regulations are being complied with.

Automated Performance Invoicing Process or APIP: An invoice processing system that requires the Contractors to submit monthly invoicing for employment/placement verifications along with any supporting documents.

Barriers to Employment: Conditions that may make employment difficult for certain individuals. Individuals with such barriers may include, but are not limited to: displaced homemakers, low-income individuals, Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166, individuals with disabilities, including youth who are individuals with disabilities, older individuals, ex-offenders, homeless individuals, youth who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers, eligible migrant and seasonal farmworkers, individuals within two (2) years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act, single parents (including single pregnant women), long-term unemployed individuals, and such other groups as the Governor involved determines to have barriers to employment.

Basic Literacy Skills: Provides reading, writing, mathematics, problem solving and interpersonal skills training that enable adults to: (1) communicate in English; (2) Obtain a high school diploma or General Equivalency Diploma (GED); and (3) become productive, employable citizens.

Basic Skills Deficient: An adult who is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the participant's family, or in society. Lacking soft skills or specific skills needed for a particular job may not be used to determine otherwise high-functioning individuals as basic skills deficient. "Underemployed" includes individuals who are: a) employed full- or part-time and also meet the definition of a low-income individual. b) Individuals employed less than full-time who are seeking full-time employment; c) Individuals who are employed in a position that is inadequate with respect to their skills and training; d) Individuals who are employed, but whose current job's earnings are not sufficient compared to their previous job's earnings from their previous employment

Business Day: A regular workday, Monday through Friday, from 8:00 a.m. to 5:00 p.m. local time in Miami, Florida other than Saturday, Sunday, or holidays observed by Miami-Dade County.

Business Services Unit: The purpose of the region's Business Services is to provide various services to businesses as its primary focus. This approach helps ensure that market demand is connected with labor supply and provides specific services to the region's business community beyond the traditional placement services.

Career Planning: The provision of a client-centered approach in the delivery of services, designed—(A) to prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce investment activities and supportive services, using, where feasible, computer-based technologies; and (B) to provide job, education, and career counseling, as appropriate during program participation and after job placement.

CareerSource center or Career center: Florida's One-Stop centers. The cornerstone of the workforce system, a center that delivers unified training, education, and employment programs and services into a single, customer-friendly system within each community.

Code of Federal Regulations or CFR: A codification of general and permanent rules/regulations that have been compiled by the Office of the Federal Register and is divided into fifty (50) titles, which cover broad areas subject to Federal regulation.

Community Based Organization or CBO: A private non-profit organization (which may include a faith-based organization), that is representative of a community or a significant segment of a community and that has demonstrated expertise and effectiveness in the field of workforce development.

Contractor: The organization that enters into a contract with the SFWIB, along with its permitted successors and assignees.

Cost Allocation Plan: A plan, which identifies and distributes the cost of services provided by support staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category.

Data: A representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions. Data may be in any form, in storage media or stored in the memory of the computer or in transit or presented on a display device.

Department of Children and Families or DCF: The Florida state agency that provides various social services to assist groups including the following: children, adults, refugees, the homeless, disabled individuals, the elderly and domestic violence/human trafficking victims.

Department of Economic Opportunity or DEO: The Florida state agency that administers funds and programs from the U.S. Department of Labor and Health and Human Services.

Direct Job Placement or DJP: A job placement when the Contractor recruits the employer and facilitates the hiring of the customer as a result of a referral through a job order listing the opening as a full-time unsubsidized employment. For payment a DJP is referred to as Direct Employment.

Disability Services Coordinator/Disability Navigator: The assigned staff responsible for ensuring that the Career Center provides seamless and comprehensive services to persons with disabilities; increasing employment and self-sufficiency for Social Security beneficiaries and others with disabilities; facilitating access to programs and services to individuals with disabilities; and facilitating linkage to the employer community.

Disadvantaged Adults: Those adult persons who score below 8th grade level on standardized tests. They require educational assistance to bring their basic skills to a level that would make them eligible for secondary (high school) education or to hold a job with basic English and math skills. WIOA Sec. 131(a)(v)(IV) terms a disadvantage adult as an adult who received an income or is a member of a family that received total family income, that, in relation to family size, does not exceed the higher of (aa) the poverty line; or (bb) seventy percent (70%) of the lower living standard income level.

DUNS: “Data Universal Numbering System (DUNS) number”, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for federal contractors.

Eligible or Eligibility: An individual’s or business’ status in relation to their ability to meet established criteria in order to receive services under the WIOA, TANF or any SFWIB funded program.

Employ Miami-Dade or EMD/Employ Monroe or EM: A powerful on-line labor exchange tool which connects employers to jobseekers while providing access to workforce tools, resources and local workforce experts. The site offers job listings posted by CareerSource centers or employment providers and also uses “spidering” technology to capture openings from recruiting pages of company websites throughout the state.

Employability Skills Training: Employment services delivered to an unemployed or underemployed eligible customer with the objective of removing barriers to employment and obtaining employment to promote

economic sufficiency. These services may include resume writing, interviewing skills, telephone techniques, and job acquisition skills.

Employment Verification: A form signed by an employer and program participants that verifies the date of employment, average work hours and rate of pay.

English Language Learner: An individual who has limited ability in reading, writing, speaking, or comprehending the English language, and (1) whose native language is a language other than English; or (2) who lives in a family or community environment where a language other than English is the dominant language (often capitalized as English Language Learner or abbreviated to ELL).

Entrepreneurial and Self-Employment Training or ESET: A combination of assessment, training, and additional technical assistance, delivered through a network of strategic partners. This method of study provides training and assistance in a more systemic and strategic manner by providing the specific skills and knowledge necessary to plan, finance, start, and/or expand a business. Such training should be outcome-oriented, focused on a long-term goal, coincide with the applicable exit strategy, and result in credential attainment. This is another way the region can leverage its resources to support unemployed and underemployed workers and create jobs.

Exit: Determined to be as follows: a participant who has a date of case closure, completion or known exit from WIOA funded or non-WIOA funded partner services within the quarter (hard exit) or a participant who does not receive any WIOA funded or non-WIOA funded partners service for ninety days and is not scheduled for future services except follow-up services (soft exit). The separation of a participant exiting the WIOA programs, which can either, be a positive or negative exit. This individual is no longer receiving employment, training or services funded under WIOA.

Faith-Based Organization or FBO: An organization whose founding governance or membership is derived from a religious institution or religiously-affiliated entity.

Follow-Up Services: Services provided for a minimum of twelve (12) months following the first day of employment or termination from a specific program to ensure job retention, wage gains, career progress, assess service needs, and/or re-engage into a specific program, including but not limited to, contact with the participant's employer, information about additional employment opportunities, counseling regarding the workplace, and/or referrals to supportive services available in the community.

Homeless Individual or Homeless Children and Youths: An individual who meets any of the following criteria:

(A) Lacks a fixed regular and adequate nighttime residence; this includes a participant who:

- a. Is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
- b. Is living in a motel, hotel, trailer park, or campground due to a lack of alternative adequate accommodations;
- c. Is living in an emergency or transitional shelter;
- d. Is abandoned in a hospital; or
- e. Is awaiting foster care placement;

(B) Has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, such as a car, park, abandoned building, bus or train station, airport, or camping ground;

(C) Is a migratory child who in the preceding thirty-six (36) months was required to move from one school district to another due to changes in the parent's or parent's spouse's seasonal employment in agriculture, dairy, or fishing work; or

(D) Is under 18 years of age and absents himself or herself from home or place of legal residence without the permission of his or her family (i.e. runaway youth).

(Note- A participant imprisoned or detained under an act of Congress or state law does not meet the definition. Additionally, a participant who may be sleeping in a temporary accommodation while away from home should not, as a result of that alone, be recorded as homeless).

Homeless Person or HP: An eligible WIOA Adult that is identified in EMD/EM as meeting the United States Department of Housing and Urban Development's definition of a Chronically Homeless Person at the time of registration and secures a DJP with the WP referral create date being on or after the WIOA eligibility/enrollment date and with the hire date not on the same date of the referral create date and/or the WIOA eligibility/enrollment date. The WP DJP result date must be recorded in EMD/EM WIOA and occur within six months of the WIOA application date.

Income: Total family earnings for the last six (6) months, exclusive of RA (formerly unemployment compensation), child support payments, and old-age and survivors' benefits received under Section 202 of the Social Security Act (42 U.S. C. 402).

Incumbent Worker Training or IWT: Training of an employer's current staff in order to improve the quality of the workforce through enhanced skills attainment, productivity and competitiveness. The employer may be reimbursed a percentage (as set forth in the SFWIB's Policy for IWT) of the total training cost for workers that successfully complete training.

Indirect Cost Rate: A percentage (indirect cost pool/direct cost base) used to distribute indirect costs to all cost centers benefiting from those costs.

Indirect Cost Rate Proposal: Documentation prepared by an organization to substantiate its claim for the reimbursement of indirect costs. This proposal provides the basis for the review and negotiation leading to the establishment of an organization's indirect cost rate.

Individual Employment Plan: A plan developed by the participant and the career advisor to identify the participant's employment goals, the appropriate achievement objectives, and the appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives.

Individual Training Accounts or ITA: The funding that provides monies used to pay for the training services of eligible participants. These vouchers are used to pay for a participant's enrollment in an approved training program.

Individualized Career Services: Services provided to a jobseeker upon the determination that they are necessary for the jobseeker to obtain or retain employment.

Initial Assessment Application or IAA: An on-line application to track participant services provided by the SFWIB's Contractors at all locations.

Intake: Eligibility determination, initial data collection, and pre-employment or work adjustment counseling services, including orientation, work activities, employment preparation for WIOA Adult and Dislocated Adults and for CAP or TANF program customers.

Job Order: A structured record of an employer's requirement for filling vacant positions with qualified workers. Before a job order can be constructed, there must be a job opening available. All job orders must comply with federal and state laws, as well as the terms of use policy of EMD/EM.

Job Participation Rate or JPR: The rate at which a participant is required to participate in a job-related activity to meet the requirements of a given program. Said activities may include job searching, employment

training or work experience. Job Participation Rate hours are documented in the participant's case file and recorded in the OSST System.

Job Placement: When an unemployed or underemployed eligible customer begins to work in unsubsidized employment such as a DJP or OE.

Job Referrals: The act of facilitating the match between qualified jobseekers and employers with job openings; and the recording of such referral in EMD or EM. Prior to referring a jobseeker to a job opening, Careercenter staff must ensure the jobseeker's qualifications match the minimum requirements listed in the job order by reviewing the jobseeker's skills, abilities, prior work experience, education and training, certifications/licensure against the requirements of the job order.

Job Retention: The number of consecutive days a program participant has retained employment following placement. The period of required retention is determined in accordance with the specific program and may depend upon the activity into which a customer is enrolled or some other predetermined length of time as established by the SFWIB.

Jobseeker: Individual who is unemployed or underemployed and in need of services to achieve employment that will assist him/her to become self-sufficient.

Labor Market Information or LMI: Labor related information about unemployment, industries, occupations, etc. LMI covers economic, social, demographic, and labor force data. It describes the characteristics of the supply of labor (the people who are workers or potential workers in the labor market) and provides information on the job opportunities in the labor market (current and projected needs of current and future employers).

Mandated Partners: Required state and federal entities that carry out activities or programs as defined under WIOA, Section 121 (b)(1)(B).

Management Information System or MIS: A computer-based system designed to store, transmit, and process client data to support the activities of the program and to provide managers with the tools for organizing, evaluating and efficiently run the program (i.e. EMD/EM, OSST, WFMS, etc.).

Migrant and Seasonal Farmworker: An eligible seasonal farmworker whose agricultural labor requires travel to a job site such that the farmworker is unable to return to a permanent place of residence within the same day; and a dependent of the farmworker. Seasonal farmworker means a low-income individual who— (i) for twelve (12) consecutive months out of the twenty-four (24) months prior to application for the program involved, has been primarily employed in agricultural or fish farming labor that is characterized by chronic unemployment or underemployment; and (ii) faces multiple barriers to economic self-sufficiency; and a dependent of the person.

Services provided to migrant and seasonal farmworkers through career centers include:

- Registration assistance
- Job search assistance and placement
- Testing
- Counseling
- Training opportunities
- Referrals to supportive services
- Job development
- Referrals to other organizations that serve migrant and seasonal farm workers
- Complaint resolution
- Farmworker rights and labor law information
- Outreach at work areas, housing, or other community areas

Military Family Employment Advocacy Program or MFEA: A state program designed to deliver priority workforce services for eligible military family members through Military Family Employment Advocates. MFEA are located in CareerSource centers near military bases and communities with a large population of military families. Military spouses may also be eligible to receive training and other supportive services under the Workforce Innovation and Opportunity Act. Persons eligible for assistance through this program include spouses and dependents of: active duty military personnel, Florida National Guard members and military reservists whose units are activated.

National Emergency Reserve or NER: This provides WIOA Adult employment and training services/activities following the WIOA Adult Program policies and procedures.

Obtained Employment or OE: Those individuals who secure employment within 180 calendar days of receiving one or more services which are wholly or partially funded by the state employment service agency, but the placement does not meet the federal definition for a “WP Placement.” Credit for an OE may be claimed for any participant who has received any WP reportable service(s), and has a job start date, where both service and start date fall within 180 days from the date the obtained employment is recorded. Staff must verify that the customer has started working prior to taking credit for an obtained employment. Notification of a hire date will not suffice for securing OE credit.

Occupational Skills Training or OST: Program of study provided to an individual to enhance employability in an occupation or to improve his/her ability to carry out a present or future occupation.

One Community One Goal or OCOG: The long-term economic development strategic plan for Miami-Dade County. It integrates a broad spectrum of Miami-Dade organizations, programs and businesses that work together to advance the goal of a thriving, inclusive and diverse community.

On-the-Job Training or OJT: Paid full-time employment in which the employer provides training to a participant in order for the participants to learn the skills necessary to perform the job.

One-Stop Service Tracking or OSST: The case tracking system for the CAP and SNAP programs to track case management activities and to provide data for state and federal level reporting.

Outreach: An effort by individuals in an organization or group to engage, connect ideas, or practices to the efforts of other organizations, groups, specific audiences, the general public, or programs.

Paid Work Experience or PWE: A work-incentivized program designed to assist job seekers in obtaining needed job-related training. The program focuses on skills development for in demand occupations, at no cost to the employer.

Part-Time Employment: Year-round unsubsidized employment of thirty (30) hours or less per week.

Participant: An individual that has been determined eligible to participate in and who is receiving services from a program covered by this Contract.

PELL Grant: Popular name for the federal PELL Grant program whose primary objective is to provide funding to financially needy postsecondary and undergraduate to meet educational expenses.

Performance Fixed Rate: A method of payment used when payment for a Job Placement is based upon a Service Unit fee for Job Placement Units completely delivered to a jobseeker.

Performance Improvement Plan (PIP): A formulated plan that details the steps to improve performance set forth by the SFWIB that will remain in place until the deficiency (ies) is/are corrected.

Personal Responsibility and Work Opportunity Reconciliation Act (or PRWORA): Public Law 104-193: federal law that went into effect in October of 1996 which eliminated the open-ended federal entitlement program, Aid to Families with Dependent Children (“AFDC”), and replaced it with the TANF block grant. The TANF legislation changed the nation’s welfare system from the receipt of cash assistance as an entitlement to one that requires work in exchange for time-limited financial assistance.

Professional Placement Network or PPN: A service offered at the CareerSource centers that links professionals with potential employers.

Program: Activities and services to be provided by the Contractor under and pursuant to this Contract.

Program Cost: Costs associated with the management of the program funded by this Contract that directly and immediately benefit program customers and are necessary for effective delivery of services, excluding administrative costs.

Program Design and Service Delivery: The work to be performed by all contractors under the terms and conditions of this Contract.

Program Income: Interest earned on any advances under this Contract, income generated as a result of use or fees charged for the rental of real or personal property, fees for services performed, conferences, the sale of commodities or items developed with contract funds, or from the participants activities under the contract except for OJT, or revenue in excess of costs earned by organizations other than commercial organizations (20 CFR 667.200(a)(6)).

Program Year: The period between July 1 of a calendar year and June 30 of the following calendar year.

Rapid Response or RR: An activity provided by the local workforce board, with funds provided by the state under WIOA, Section 134(a) (1) (A), in the case of a permanent closure or mass layoff at a plant, facility, or enterprise, or a natural or other disaster, that results in mass job dislocation, in order to assist dislocated workers in obtaining reemployment as soon as possible.

Re-employment and Eligibility Assessment or REA: Formerly a U. S. Department of Labor funded pilot project that provides assessment and labor market information and job search assistance to selected UC Claimants.

Re-employment Assistance Program or RA: Formerly the Unemployment Insurance benefit that provides temporary wage replacement for individuals who have lost their jobs through no fault of their own. The new name of the program emphasizes the job search activities and reemployment services offered by Florida’s workforce partners to jobless claimants receiving benefits.

Re-employment Services and Eligibility Assessment or RESEA: A program funded by the U.S. Department of Labor to help unemployment insurance claimants return to work faster. Permanently separated claimants are required to participate in the RESEA program.

The Reemployment Services and Eligibility Assessment or RESEA Referral: To direct an individual or program participant to another contractor, community based organization or agency or other community resources to receive services, information or assistance.

Scholarship: Formerly ITA. Scholarship is training provided and directly linked to an occupation in demand in the local area utilizing “eligible providers of training services” which maximizes consumer choice in the selection of an eligible provider. A scholarship can be used for payments of tuition and training related expenses up to the local established maximum.

Seasonal Employment: Employment one-hundred and fifty (150) days or less which is temporary due to the nature of the work, like harvesting, or due to annual cycles in the labor market, like Christmas season retail sales.

Self-sufficiency: The minimum amount of cash resources needed in order for a family to meet its basic needs and become self-sufficient.

South Florida Workforce Investment Board or SFWIB: Chartered by the State of Florida, is one of 24 regional Workforce Boards in Florida. It is the regional workforce development board representing Miami-Dade and Monroe counties. Workforce Florida, Inc., and the Agency for Workforce Innovation (“AWI”) oversee all regional workforce boards in Florida.

Statement of Work or SOW: Describes the work to be performed by the Contractor under the terms and conditions of this Contract.

Storage Device: A computer storage device is any type of device or hardware that is capable of storing data and includes, but is not limited to laptops, hard drives, external hard drives that connect via Firewire and USB, disks, Flash memory devices, such as USB keychain drives or iPod nanos, MP3 players, digital cameras, compact flash and SD cards, tape drives, personal digital assistants, smart phones, etc.

Subsidized Employment: Private sector, for profit or not-for-profit enterprise, or public-sector employment that is directly supplemented by federal or state funds. A subsidy may be provided in the form of work supplementation, on-the-job training, incentive payments, tax credits and training bonuses.

Supplemental Nutrition Assistance Program or SNAP: Formerly known as the Food Stamp Employment and Training Program. This program emphasizes work, self-sufficiency, and personal responsibility. The program strives to meet the needs of participants in gaining skills, training, work, and experience that will increase the program participants' ability to obtain total self-sufficiency. The state of Florida provides SNAP services to able-bodied adults (ages 18 - 49) without dependents (children) (“ABAWDS”).

Support Service: Services, such as transportation, childcare, housing assistance that are necessary to enable an individual to participate in program activities.

TABE or Test of Adult Basic Education: An adult basic skills assessment test that is designed to assess reading, mathematics, language, and spelling skills.

Target Population: Groups of actual and potential users appropriate to a funding stream as the recipient of a specific service(s) or as the primary users of a specific Career Center. The target population may be the population to be served by the Career Center, a specific group within that population, or some other group that the SFWIB is aiming to serve.

Temporary Assistance for Needy Families or TANF: The October 1996 PRWORA eliminated the open-ended federal entitlement program, AFDC, and replaced it with the TANF block grant. The TANF legislation changed the nation’s welfare system from the receipt of cash assistance as an entitlement to one that requires work in exchange for time-limited financial assistance.

Temporary Employment: Employment one hundred and fifty (150) days or less which is temporary due to the nature of the work, like harvesting, or due to annual cycles in the labor market, like Christmas season retail sales.

The Occupational Information Network or O*NET: O*NET is a free online database that contains hundreds of occupational definitions to help jobseekers, businesses and workforce development professionals to understand today's world of work in the United States.

For each job, O*NET provides the following information:

- Personal requirements: the skills and knowledge required to perform the work.
- Personal characteristics: the abilities, interests and values needed to perform the work.
- Experience requirements: the training and level of licensing and experience needed for the work.
- Job requirements: the work activities and context, including the physical, social, and organizational factors involved in the work.
- Labor market: the occupational outlook and the pay scale for the work.

Trade Adjustment Assistance or TAA: Federally funded program that assists workers who are totally or partially separated or may become separated from employment as a result of imports. TAA provides funding for training, job search allowances, relocation allowances, Trade Readjustment Allowances (“TRA”), Alternative Trade Adjustment Assistance, and Health Coverage Tax Credits.

Training Services: Occupational skills training, provided through a scholarship, on-the-job-training, or customized training programs that combine workplace training and related instruction, skill upgrading and retraining entrepreneurial training, job readiness training, and adult education and literacy activities provided in combination with other training services.

Transitional Jobs or TJ: Time-limited work experiences that are subsidized, combined with comprehensive career and supportive services and in the public, private or nonprofit sectors for individuals with barriers to employment, who are chronically unemployed or have an inconsistent work history.

Unemployment Compensation or UC: The UC program was renamed the Re-employment Assistance Program by House Bill 7027 passed during the 2012 Legislative Session which was signed into law by Governor Rick Scott on March 28, 2012.

Universal Access: An entitlement to a basic level of service that can be provided with minimal staff assistance by a Career Center located in Miami-Dade or Monroe County.

Unsubsidized Employment: Full-time employment of thirty (30) or more hours or part-time employment of less than thirty (30) hours per week not directly supplemented by federal or state funds. Paid apprenticeship and cooperative education are included in this activity. (In SNAP, full-time is thirty (30) hours a week or more and part-time is 29 hours a week or less).

Veteran: For the purposes of implementing priority of service, the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132 of the “Jobs for Veterans Act” Public Law 107-288 (38 USC 4215) requires that program operators use the broad definition of veteran found in 38 U.S.C. 101(2). Under this definition, the term “veteran” means a person who served at least one day in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable, as specified in 38 U.S.C. 101(2).

Veterans’ Program: Veterans’ Program services are fully integrated into the Career Center with services to veterans considered a total Career Center responsibility and not only the domain of the Disabled Veterans’ Outreach Program and Local Veterans’ Employment Representative staff.

Wagner Peyser or WP: The Wagner-Peyser Act of June 6, 1933, as amended under WIOA. A federally funded labor exchange program developed to match employers with qualified out of work individuals. It is linked to the Re-employment Assistance program, helping applicants filing for Re-employment Assistance benefits to find new employment opportunities.

Welfare and/or Public Assistance Recipient: An individual who receives, or is a member of a family who receives, cash payments under a federal, state, or local income-based public assistance program. TANF, SNAP, Medicaid, and childcare subsidy are examples of public assistance programs.

Welfare Transition Program or WTP/Career Advancement Program or CAP: See the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) (Locally referred to as Career Advancement Program or CAP). WTP enables welfare recipients to move from welfare to work by emphasizing self-sufficiency and personal responsibility.

Services include, but are not limited to:

- Job search, job preparation and job placement
- Education and Training
- Case management and counseling
- Subsidized childcare
- Transportation assistance
- Relocation assistance

WIOA Adult: An individual who is eighteen (18) years or older and is economically disadvantaged as defined by the SFWIB.

WIOA Dislocated Worker: An individual who (1) has been terminated or laid off or who has received notice of layoff or termination; is eligible for or has exhausted Re-employment Assistance and is unlikely to return to his/her previous industry or occupation; (2) has been terminated or laid off or who has received notice of layoff or termination; insufficient earnings, or the employer is not covered under UC law and is unlikely to return; (3) plant closure or substantial layoff; (4) is employed at a facility where the employer has made a general announcement that the facility will close within one-hundred eighty days; (5) was self-employed but is unemployed as a result of general economic conditions; (6) Displaced Homemaker; (7) active service member's spouse who lost employment due to relocation; and (8) active service member's spouse who is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

Work Experience: Planned, structured learning experiences that take place in a workplace for a limited period of time. They may be paid or unpaid, as appropriate, and must include academic and occupational education. Work experience workplaces may take place in the private, for-profit, non-profit or public sectors.

Work Maturity Skills: Skills required to meet employer expectations for dependability and productivity that are essential to enable a young adult to keep a job once he or she gets hired, including, but not limited to the following: attendance, punctuality, positive attitude/behavior, appearance, interpersonal relations and task completion.

Workforce Innovation and Opportunity Act or WIOA: Legislation that laid the framework for delivery of workforce services at the state and local level to jobseekers who need the services. WIOA is designed to help jobseekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. These core programs are included in WIOA:

- Employment and Training Programs (Title I):
- Disadvantaged Youth Services
- Economically Disadvantaged Adult Services
- Dislocated Worker Programs
- Re-employment Services under Wagner-Peyser
- Disabled persons employment support through Vocational
- Rehabilitation Services

Workforce Management System or WFMS: The system for tracking participant's training related information, i.e., expenditures and performance data, and that enables career advisors to create, modify and track budget accounts and expenditures for participants receiving support services.

CONFIDENTIALITY AGREEMENT

Department of Economic Opportunity (DEO) policy concerning safeguarding confidential information obtained from applicants, participants, employers and other sources is based on legislative direction and federal and state statutes and rules. These confidential records may include, but not limited to, personal identifying information of program applicants, recipients, or participants such as names, social security numbers, payroll information, employer information and resource and referral information, which are private and confidential under federal and state laws and rules, including 20 Code of Federal Regulations (CRF) 603.9, 45 CFR 205.50, 7 CFR 272.1c, sections 414.295 and 443.1715(1) Florida Statutes (F.S.), and rule 73B-1, Florida Administrative Code (FAC).

Disclosure of this information, including information received electronically, by phone calls or other communication is protected by law. The **Contractor** shall not disclose or allow access to this information unless such action is required and necessary for the performance of official duties pursuant to any contract or agreement awarded to the **Contractor** by South Florida Workforce Investment Board (SFWIB).

In compliance with the requirements of 20 CFR 603.9(b)(v)(A), the **Contractor** agrees to instruct all personnel having access to any disclosed information about the confidentiality requirements of the information, the requirements of 20 CFR 603.9(b), 45 CFR 205.50, 7 CFR 272.1c, sections 414.295 and 443.1715(1), F.S., the potential criminal charges individuals could face if convicted for the willful unauthorized use or disclosure of the information specified in sections 775.082 or 775.083, F.S.; agrees to store and process this information in such a way that unauthorized persons cannot view or obtain the information by any means; and agrees to dispose any confidential information obtained, and any copies thereof made by the **Contractor** or its employees or agents after the purpose for which the information is disclosed is served in accordance with the provisions of 20 CFR 603.9(b)(vi).

By signing this agreement, the **Contractor** agrees to abide by DEO, state and federal statutes, policies and rules described above, and SFWIB policies and procedures, and that the **Contractor** and any of its employees or agents will not release or disclose any confidential information while providing services for SFWIB.

Confidential Information Certificate

I have reviewed the foregoing and my signature below indicates I understand the requirements described above and accept responsibility for complying with it.

Company Name (type or print)

Authorized Representative signature

Date

Individual Non-Disclosure and Confidentiality Certification Form

I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information of individuals who receive public assistance, employment and unemployment insurance records maintained by the Department of Economic Opportunity (Department or DEO) made available to my employer, for the limited purpose of performing its official public duties pursuant to a Contract for Services and Non-Disclosure and Confidentiality Certification agreement.

These confidential records may include the name (or other personally identifiable information), social security numbers, wage, unemployment and employment data and public assistance information which are protected under federal and state law. Such information is confidential and may not be disclosed to others. In order to perform my public duties associated with the program requirements set forth under contract or agreement, I understand that I may be granted access to confidential data managed and controlled by entities that are not party to this agreement. Prior to receiving access to such systems, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the systems only for purposes authorized by law to secure information to conduct official program business consistent with my official public duties.
3. I will not disclose my user identification, password, or other information needed to access the systems to any party nor shall I give any other individual access to information secured.
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access systems to which I have been granted access, I will immediately notify the South Florida Workforce Investment Board's (SFWIB) Security Officer.
5. I will store any disclosed confidential information in a place physically secure from access by unauthorized persons.
6. I will store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems.
8. I will not share with anyone any other information regarding access to the systems unless I am specifically authorized by the SFWIB.
9. I will not access or request access to any social security numbers, personal information, wage, employer, unemployment or employment data unless such access is necessary for the performance of my official duties.

10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
11. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served in such a way to prevent the information from being reconstructed, copied, or used by any means.
12. I certify or affirm I have received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations or have received written standards and instructions in the handling of confidential data from my employer, the Department or SFWIB. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.
13. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor or SFWIB security officer for guidance and comply with their instructions.

Employee Signature: _____ Date: _____

Print Employee Name: _____

Address: _____

Work Telephone: _____

E-Mail: _____

CONFIDENTIALITY ACKNOWLEDGEMENT

As a representative of _____ (Contractor's Name) providing services to the **South Florida Workforce Investment Board (SFWIB)** under contract number _____ for the purpose of provision of Workforce Services, I understand that I may have access confidential Reemployment Assistance (RA) information in meeting contractual obligations. By signing this form, I acknowledge that I will adhere to the State of Florida's RA confidentiality provisions specified in section 443.1715, Florida Statutes (F.S.) and 20 Code of Federal Regulations (CFR) Part 603.9. I understand that any individual that receives confidential Florida RA information who violates the provisions of the Florida statutes stated above commits a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, F.S.

In complying with these provisions, I further acknowledge the following:

1. I have been instructed on the confidentiality of the Florida RA information for which I may be exposed and the confidentiality requirements specified in section 443.1715, F.S.
2. I acknowledge, understand, or affirm I shall only use confidential RA information gathered, used, or seen for the limited purposes specified in the statement of work of contract: _____ or as otherwise authorized by law in order to perform my official duties required by the contract and shall not use such information for any other purpose.
3. I acknowledge, understand, or affirm that confidential RA information may only be disclosed in accordance with the provisions of section 443.1715, F.S.
4. I acknowledge, understand, or affirm that confidential RA information shall be stored in a place physically secure from access by unauthorized persons.
5. I acknowledge, understand, or affirm that confidential RA information in electronic format, such as magnetic tapes or discs should be stored and processed in such a way that unauthorized persons cannot retrieve the information by means of computers, remote terminals or other means.
6. I acknowledge, understand, or affirm that I must take precautions to ensure that only authorized personnel are given access to confidential RA information.
7. I acknowledge and understand that making a false representation in order to obtain a social security number in violation of section 119.0721, Florida Statutes, commits a felony of the third degree, punishable as provided in section 775.082 or section 775.083, Florida Statutes.

I hereby certify that I have read and understand this acknowledgment and I have received any necessary clarification from my supervisor. I also understand that any violation of these laws or requirements may result in disciplinary action(s) by my supervisor and/or criminal prosecution.

Signature

Date

Printed Name of Representative

Printed Name of Company



STATE AND LOCAL WORKFORCE DEVELOPMENT BOARD CONTRACTING CONFLICT OF INTEREST POLICY

BACKGROUND

The following policy was established in accordance with proviso language for Specific Appropriation 2214 of the 2010 General Appropriations Act and the 2010 Appropriations Implementation Bill and continued in accordance with Specific Appropriation 2006 of the 2011 General Appropriations Act.

The proviso language for Specific Appropriation 2006 prohibited the use of state or federal funds by a regional workforce board "for any contract exceeding \$25,000 between a regional workforce board] and a member of that board that has any relationship with the contracting vendor, unless the contract has been reviewed by the Agency for Workforce Innovation and [CareerSource Florida, Inc. (CSF)]" The proviso language was incorporated into and made a part of this policy.

This policy was modified in 2011 to prohibit a contract between local workforce development boards (local) and their board members or other persons or entities that may benefit financially from a contract (as defined in paragraph I(g) below), providing four exemptions to the prohibition to allow the workforce boards to provide statutorily-mandated services.

This policy was again modified in 2012 to comply with the Legislature's adoption of Chapter 201229, Laws of Florida, requiring contracts under \$25,000 to be reported to CSF and requiring that contracts with relatives of workforce board employees be approved by a two-thirds vote and go through the review and approval process.

The policy currently complies with section 445.007(1) and (11), Florida Statutes.

POLICY

I) Definitions

For the purposes of this policy, the following definitions apply:

- a) "Board" means one of Florida's 24 local boards or CSF.
- b) "Contract" means a written agreement funded by state or federal funds, to which a local board or CSF is one of the parties. It includes the initial contract and all amendments, renewals or extensions. For the purposes of this policy, "contract" includes the proposed contract. This term does not include:

- i) Retail purchases for which no written contract is executed;
 - ii) The purchase of utility services for use by a board;
 - iii) Staff employment contracts (other than contracts with members of a board or relatives of board members); and,
 - iv) Membership fees and sponsorships to professional organizations.
- c) "Entire board" means the complete membership of the board at the time a contract is submitted to a vote. It includes board members who have a relationship with the contracting vendor and who therefore must abstain on the vote on the contract. Membership of the board includes non-voting members.
- d) "Quorum" means that minimum number of members of the board required to be present for the board to transact business as established by the board's bylaws (or, in the absence of bylaws, as has otherwise been established by the board.)
- e) "When a quorum has been established" means the contemporaneous meeting of a sufficient number of members to constitute a quorum, in person and/or through accepted electronic means.
- f) "has any relationship with the contracting vendor" means the member is an owner or a principal of the vendor, or a principal of the vendor has retained the member, or the parent organization or subsidiary of a corporate principal of the vendor has retained the member or a member's known relative or member's business associate is an owner of the vendor. For purposes of this policy, vendor, contractor and sub recipient are the same.
- g) "benefit financially from a contract" means the special private financial gain to a member, a special private financial gain to any principal who retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal who retains the member or the special private financial gain to any member's relative or business associate or to a board employee or a board employee's relative and such benefit is not remote or speculative. "Personally benefit financially" means a special private financial gain to a member only.
- h) "Owner" means any ownership interest in a privately owned contracting entity or a majority interest in a publicly held contracting entity.
- i) "Principal of a contractor" means an owner or high-level management employee with decision-making authority.

- j) "Employee" means a person employed full-time by a local board working in a managerial or supervisory capacity or who has direct contract management or direct fiscal involvement with the contract being voted on by a board.
- k) "Relative" is defined as "father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law." Section 12.3143(1)(c), Florida Statutes.
- l) "Utility services" include telephone, cable, electricity, water, gas, waste and sewage services, and other similar services.
- m) "Federal, state or other governmental workforce programs" means Incumbent Worker Training (section.445.003(3)(a)(3), F.S.), Quick Response Training (Section 288.047, Florida Statutes), Employed Worker Training, On the Job Training, customized training and other career center training provider services.

II) Prohibition Against a Board Contracting with its Board Members

No board (CSF or a local board) shall enter into a contract with its board members, with organizations represented by its board members or with entities in which its board members have a relationship with the contracting vendor.

At a board's discretion, the following may be exempted from the above paragraph:

- a) A contract with an agency (as defined in section 112.312(2), Florida Statutes, including, but not limited to, those statutorily required to be board members) when said agency is represented by a board member and said member does not personally benefit financially from such contracts.
- b) A contract with a board member or a vendor (when a board member has any relationship with the contracting vendor) in which the contract relates to that member's appointment to the board under section 107(a)(2), Public Law 113–128, Workforce Innovation and Opportunity Act of 2014 (WIOA).
- c) A contract with a board member receiving a grant for workforce services under federal, state or other governmental workforce programs.
- d) A contract between a board and a board member which is not exempted under paragraphs II(a), II(b) or II(c) in which the board documents exceptional circumstances and/or need and the board member does not personally benefit financially from the contract. Based upon criteria developed by CSF, DEO shall review the board's documentation and assure compliance.
- e) Each contract that is exempted from the general prohibition in paragraph II must meet the requirements set forth in paragraph III below, including, but not limited to, the

requirements of the criteria established in the “conflict of interest” provisions under section 101(f), Workforce Innovation and Opportunity Act of 2014. However, since section 445.007(11), FS requires CSF to perform the review and approval process pertaining to local board contracts, CSF contracts shall not be subject those provisions of this policy pertaining to review and approval processes.

III) Requirements of Section 445.007, Florida Statutes

A board must comply with all requirements of section 445.007, Florida Statutes, prior to contracting with a board member or other person or entity who could benefit financially from a contract (as defined in paragraph I(g) above). These requirements are:

- a) All contracts between a board and a board member or other person or entity who may benefit financially from a contract (as defined in paragraph I(g) above) must be approved by a two-thirds vote of the board when a quorum has been established and the approval of such contracts shall not be delegated to staff or committees.
- b) The fact that a board member or other person or entity could benefit financially from a contract (as defined in paragraph I(g) above) must be disclosed in a board meeting and must be recorded in the minutes of said meeting before a vote is taken. The board member's absence from the meeting does not relieve the board from the disclosure and two-thirds vote requirements. All other known conflicts must be disclosed before a vote can take place. If a board member or employee discovers a conflict of interest after the vote, then the conflict must be disclosed in a procedure consistent with section 112.3143(4)(b), Florida Statutes. Board members who could benefit financially from the contract or who have any relationship with the contracting vendor (as defined in paragraph I(f) above) must abstain from voting on the contract. A board member's designee cannot vote in the place of a board member who is required to abstain.
- c) Board contracts equal to or greater than \$25,000 shall not be executed prior to the written approval of CSF.
- d) A board must submit all contracts equal to or greater than \$25,000 with board members or other persons or entities who could benefit financially from the contract to DEO along with documentation, as specified by this policy, demonstrating compliance with section 445.007, Florida Statutes.
- e) A contract of less than \$25,000 between a local board and a member of that board or between a relative of a board member or of an employee of the board is not required to have the prior approval of CSF, but must be approved by a two-thirds vote of the board, once a quorum is established and after full disclosure, with the member's abstention and must be reported to DEO and CSF within 30 days after approval.

- f) Contracts with a board member or other persons or entities who could benefit financially from the contract (as defined in paragraph I(g) above) in which the board will receive monies or other compensation (such as a board member paying rent to the board or paying for board services) are exempt from this policy.
- g) The term “contract” includes the initial contract and all amendments, renewals, or extensions. Renewals or extensions of contracts with a board member or persons or entities who could benefit financially from said contract must be approved under the same procedure as original contracts. Any amendments to a contract that could benefit financially a board member or another person or entity (as defined in paragraph I(g) above) must be approved under the same procedure as if the amendment were an original contract. Any amendments that do not benefit financially a board member or other person or entity (as defined in paragraph I(g) above) may be approved by a regular majority vote when there is a quorum according to board rules and/or bylaws.
- h) All other requirements of section 445.007, Florida Statutes, must be met. For example, a board member must continue to disclose any conflict of interest in a manner that is consistent with the procedures outlined in section [112.3143, Florida Statutes](#).
- i) To comply with the requirements of section 445.007, Florida Statutes, a board’s policy shall advise and require board employees to disclose known conflicts of interest and notify the board of any contracts which may benefit them personally or their relatives. To comply with the requirements of section 445.007, Florida Statutes, a board’s policy shall advise and require all parties to a contract to disclose all known conflicts of interest and notify the board of all board members or other persons or entities known to benefit financially from the contract (as defined in paragraph I(g) above).
- j) A contract that is initially subject to the requirements of section 445.007, Florida Statutes, due to a board member’s, an employee’s, an employee’s relative’s, or another person’s or an entity’s conflicts of interest at the time of approving the contract is not subject to these procedures after the departure of the member from the board membership, the departure of the employee from the board’s employment or other actions have removed the conflicts of interest.
- k) The above requirements do not eliminate or diminish a board’s obligations to comply with the “conflict of interest” provisions under section 101(f), Public Law 113–128, (WIOA).

IV) Review Criteria

Contracts equal to or greater than \$25,000 with a board member or other person or entity who could benefit financially from the contract (as defined in paragraph I(g) above) must be reviewed by DEO to ensure that these requirements have been met:

- a) The contract met one or more of the exemptions to the prohibition under paragraph II;
- b) The board approved the contract with a two-thirds vote when a quorum was established;
- c) Board members who could benefit financially from the contract or board members who have any relationship with the contracting vendor disclosed any such conflicts prior to the board vote on the contract; and,
- d) Board members who could benefit financially from the contract or board members who have any relationship with the contracting vendor abstained from voting.

V) Required Documentation

For each contract equal to or greater than \$25,000, a board must electronically submit, after the board's approval of the contract, a completed contract information form certified by the board chair or vice chair as correct and true to WorkforceContract.Review@deo.myflorida.com containing the following information:

- a) Identification of all parties to the contract;
- b) Description of goods and services to be procured;
- c) Value of the contract, contract renewal or contract extension;
- d) Contract term including starting date and ending date;
- e) Contract number or identifying information, if any;
- f) Identification of board member or employee whose conflict of interest required the board's approval of the contract by a two-thirds vote;
- g) The nature of the conflict of interest in the contract;
- h) A certified board membership roster listing all members on the board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting and, for those in attendance, the affirmative and negative votes and abstentions for each member;
- i) Dated and executed conflict of interest forms, which are consistent with the procedures outlined in section 112.3143, Florida Statutes, submitted at or before the board meeting in which the vote took place, for board members who have any relationship with the contracting vendor (as defined in paragraph I(f) above); and,

- j) Other information as specified on the contract information form.

DEO and CSF will review this documentation to ensure compliance with the statutory requirements listed in paragraph III above. Failure to timely provide all required documentation or failure to complete the form shall result in immediate disapproval of the contract and require resubmission of documentation and form. DEO will electronically submit in writing to CSF, within five (5) business days of receiving all of the required documentation, its recommendation of whether the statutory requirements were met. CSF will then electronically transmit in writing within three (3) business days after receipt of DEO's written recommendation its approval or disapproval.

The board may not execute the contract until CSF approves the contract. However, the contract must be executed and performance begun within a reasonable time following approval. Seeking "blanket" approval for potential future contracts with board members is not within the spirit of the policy and all such attempts shall be denied.

VI) Request for Review When Contract Approval Is Denied

A party to the contract may request a review of CSF's disapproval of a contract. Strict compliance with the following procedures is required:

- a) The request for review must be in writing, must state specific grounds for review and must provide all information required for review of the stated grounds. Failure to state specific grounds may be cause for denial of the request without further review.
- b) The request for review must be received by CSF not later than ten (10) calendar days from the date of CSF's denial. The request may be submitted electronically to CSF's administrative entity for contract review, the Department of Economic Opportunity (DEO), through the email address WorkforceContract.Review@deo.myflorida.com or directly to CSF by any other means of delivery, i.e. mail service, hand delivery, facsimile. etc.. Any request for review that is not received by CSF or DEO within this timeframe will be rejected without further consideration.
- c) Within seven (7) calendar days of receipt, the CSF President or designee will issue a final decision on the request for review. The Chair of the CSF Board of Directors or its Board of Directors may direct the President to present such reviews to the Executive Committee. No review under this policy will be presented to the CSF Board of Directors unless, at the discretion of the Chair, such full board review is deemed to be necessary.

VII) Effective Dates of Policy

- a) These modifications shall be in effect upon CSF's adoption at its May 17, 2017, Board of Directors meeting.

Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g))
2 CFR § 175.15, Award Term

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not--
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or sub-awards under the award.
2. The Department of Labor, Federal awarding agency, may unilaterally terminate this award, without penalty, if you or a sub-recipient that is a private entity--
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either--
 - A. Associated with performance under this award; or
 - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 376.

b. Provisions applicable to a recipient other than a private entity. The Department of Labor may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
 - i. Associated with performance under this award; or
 - ii. Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 376.

c. Provisions applicable to any recipient.

1. You must inform the Department of Labor immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally, which is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to the Department of Labor under this award.
3. You must include the requirements of paragraph a.1 of this award term in any sub-award you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than on included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - B. A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

ASSURANCES AND CERTIFICATIONS

The South Florida Workforce Investment Board (**SFWIB**) will not award funds where the Respondent (“Contractor”) has failed to accept the **ASSURANCES AND CERTIFICATIONS** contained in this section. In performing its responsibilities under this agreement, the Contractor hereby certifies and assures that it will fully comply with the following:

- A. Certification Regarding Debarment, Suspension and Other Responsibility Matters (29 CFR Part 98)**
- B. Certification Regarding Lobbying (29 CFR Part 93)**
- C. Certification Regarding Drug-Free Workplace Requirements (29 CFR Part 94)**
- D. Non-discrimination and Equal Opportunity Assurances (29 CFR Part 38)**
- E. Certification Regarding Public Entity Crimes (section 287.133, Florida Statutes)**
- F. Sarbanes-Oxley Act of 2002**
- G. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- H. Scrutinized Companies Lists Certification (section 287.135, Florida Statutes)**
- I. Discriminatory Vendors (section 287.134, Florida Statutes)**

By signing the agreement, the Contractor is providing the above assurances and certifications as detailed below:

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION

As required by the regulation implementing Executive Orders No. 12549 and 12689, Debarment and Suspension, 29 CFR 98, the Contractor certifies to the best of the Contractor’s knowledge and belief, to the following:

1. The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department, agency or subcontractor;
2. The Contractor has not, within a three-year period preceding this application/proposal/contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. The Contractor is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.2 of this certification; and
4. The Contractor has not, within three-year period preceding this application/proposal/contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall comply with the language of the certification with regards to the Contractor’s subcontractors. The Contractor shall ensure and require the same certification from its subcontractor(s), which shall be forwarded to the SFWIB along with the request to subcontract as required by this solicitation/Contract.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall submit an explanation to the SFWIB attached to this form.

B. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of the Contractor's knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Contractor, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for "all" sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose the same accordingly.

This certification is a material representation of fact upon which reliance was placed when the Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor assures and guarantees that the Contractor shall comply with the federal Drug Free Workplace Act of 1988, its implementing regulations codified at 29 CFR 94, subpart F, and the Drug-Free Workplace Rules established by the Florida Worker's Compensation Commission.

D. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES

As a condition for the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act (WIOA), and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

1. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under Title IV of the Education Amendments of 1972), national origin (including Limited English Proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the bases of either citizenship status or participation in any WIOA Title I - financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
4. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
5. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the bases of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b)

state and local government entities (“public entities”) and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (3) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;

8. Executive Order (EO) No. 11246, “Equal Employment Opportunity” as amended by EO No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
10. Chapter 11A of the Code of Miami-Dade County, Florida which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

The Contractor also assures that Contractor will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor’s operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Contractor makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance.

E. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, FLORIDA STATUTES

The Contractor hereby certifies that neither the Contractor, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list.

The Contractor understands and agrees that the Contractor is required to inform the SFWIB immediately upon any change in circumstances regarding this status.

F. SARBANES-OXLEY ACT OF 2002

It is the policy of the SFWIB to comply with the requirements of the Sarbanes-Oxley Act of 2002, sections 1102 and 1107, set forth by the Act, the United States Code Title 18, sections 1512 and 1513, as amended, and the requirements of the Workforce Board. By signing below, the Contractor assures that the Contractor will comply with the Sarbanes-Oxley Act provisions as set forth below:

Provisions of the Act – Title X1 – Corporate Fraud Accountability

Section 1102 – Tampering with a record or otherwise impeding an official proceeding – “Whoever corruptly: 1) alters, destroys, mutilates, or conceals a record, document or other object, or attempts to do so, with the intent to impair the object’s integrity or availability for use in an official proceeding 2) otherwise obstructs, influences, or impedes any official proceeding, or attempts to do so, shall be fined under this title or imprisoned not more than 20 years, or both”.

Section 1107 – Retaliation against Informants – “Whoever knowingly, with the intent to retaliate, takes any action harmful to any person, including interference with the lawful employment or livelihood of any person, for providing to a law enforcement officer any truthful information relating to the commission or possible commission of any federal offense, shall be fined under this title or imprisoned not more than 10 years, or both”.

G. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (PUB. L. 111-117)

As a condition of a contract, the Contractor assures that the Contractor shall comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

H. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135. FLORIDA STATUTES

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both of which are created pursuant to section 215.473, Florida Statutes, or the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel as described in section 215.4725, Florida Statutes.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified in the section entitled “Contractor Name” is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies

with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorneys' fees, and/or costs.

I. DISCRIMINATORY VENDORS, SECTION 287.134, FLORIDA STATUTES

The Contractor shall disclose to the SFWIB if the Contractor appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

BY SIGNING BELOW, THE CONTRACTOR CERTIFIES AND ASSURES THAT THE CONTRACTOR WILL FULLY COMPLY WITH THE APPLICABLE ASSURANCE OUTLINED IN PARTS A THROUGH I, ABOVE.

Contractor Name

***Name and Title of Authorized Representative**

Signature of Authorized Representative

Date

***The signatory should be fully and duly authorized to execute agreements on behalf of the Contractor named above.**

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the 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.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), 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 subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED



**DISCLOSURE AND CERTIFICATION OF
CONFLICT OF INTEREST IN A CONTRACT**

I, _____, a board member / an employee of the board (circle one) hereby disclose that:

I, myself / my employer / my business / my organization/ OR "Other" (describe) _____
 _____ (circle one or more) could benefit financially from the contract described below:

Local Workforce Development Board: _____

Contractor Name & Address: _____

Contractor Contact Phone Number: _____

Description or Nature of Contract: _____

Description of Financial Benefit*: _____

For purposes of the above contract the following disclosures are made:

The contractor's principals**/owners***: (check one)

_____ have no relative who is a member of the board; OR

_____ have a relative who is a member of the board, whose name is: _____

The contractor's principals**/owners*** ____ is ____ is not (check one) a member of the board. If applicable, the principal's/owner's name is:

Signature of Board Member/Employee

Print Name

Date

* "Benefit financially from a contract" means the special private financial gain to a member, a special private financial gain to any principal which retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the member or the special private financial gain to any member's relatives or business associate or to a board employee and such benefit is not remote or speculative.

** "Principal" means an owner or high-level management employee with decision-making authority. *** "Owner" means a person having any ownership interest in the contractor.

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS AND BOARD EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD'S VOTING TO APPROVE THE CONTRACT; BOARD MEMBERS WHO BENEFIT FINANCIALLY OR WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST ABSTAIN FROM THE VOTE, AND THE CONTRACT MUST BE APPROVED BY A TWO-THIRDS VOTE OF THE BOARD WHEN A QUORUM HAS BEEN ESTABLISHED. COMPLETION OF THIS FORM DOES NOT IN ANY WAY SUPERCEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, F.S. OR SECTION 101(f), WIOA.



AFFIDAVIT OF GOOD MORAL CHARACTER

Clear

State of Florida

County of _____

Before me this day personally appeared _____ who, being duly
(Applicant's/Employee's Name)
sworn, deposes and says:

As an applicant for employment with, an employee of, a volunteer for, or an applicant to volunteer with _____, I affirm and attest under penalty of perjury that I meet the moral character requirements for employment, as required by the Florida Statutes and rules, in that:

I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

Relating to:

Section 393.135	sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
Section 394.4593	sexual misconduct with certain mental health patients and reporting of such sexual misconduct
Section 415.111	adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
Section 741.28	criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
Section 777.04	attempts, solicitation, and conspiracy to commit an offense listed in this subsection
Section 782.04	murder
Section 782.07	manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
Section 782.071	vehicular homicide
Section 782.09	killing an unborn child by injury to the mother
Chapter 784	assault, battery, and culpable negligence, if the offense was a felony
Section 784.011	assault, if the victim of offense was a minor
Section 784.03	battery, if the victim of offense was a minor
Section 787.01	kidnapping
Section 787.02	false imprisonment
Section 787.025	luring or enticing a child
Section 787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
Section 787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
Section 790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
Section 790.115(2)(b)	possessing an electric weapon or device, destructive device, or other weapon on school property
Section 794.011	sexual battery
Former Section 794.041	prohibited acts of persons in familial or custodial authority
Section 794.05	unlawful sexual activity with certain minors
Chapter 796	prostitution
Section 798.02	lewd and lascivious behavior
Chapter 800	lewdness and indecent exposure
Section 806.01	arson
Section 810.02	burglary
Section 810.14	voyeurism, if the offense is a felony
Section 810.145	video voyeurism, if the offense is a felony
Chapter 812	theft and/or robbery and related crimes, if a felony offense
Section 817.563	fraudulent sale of controlled substances, if the offense was a felony
Section 825.102	abuse, aggravated abuse, or neglect of an elderly person or disabled adult
Section 825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
Section 825.103	exploitation of disabled adults or elderly persons, if the offense was a felony
Section 826.04	incest
Section 827.03	child abuse, aggravated child abuse, or neglect of a child
Section 827.04	contributing to the delinquency or dependency of a child
Former Section 827.05	negligent treatment of children
Section 827.071	sexual performance by a child

CONTINUED ON NEXT PAGE

Section 843.01	resisting arrest with violence
Section 843.025	depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
Section 843.12	aiding in an escape
Section 843.13	aiding in the escape of juvenile inmates in correctional institution
Chapter 847	obscene literature
Section 874.05(1)	encouraging or recruiting another to join a criminal gang
Chapter 893	drug abuse prevention and control, only if the offense was a felony or if any other person involved in the offense was a minor
Section 916.1075	sexual misconduct with certain forensic clients and reporting of such sexual conduct
Section 944.35(3)	inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
Section 944.40	escape
Section 944.46	harboring, concealing, or aiding an escaped prisoner
Section 944.47	introduction of contraband into a correctional facility
Section 985.701	sexual misconduct in juvenile justice programs
Section 985.711	contraband introduced into detention facilities

THE FOLLOWING APPLIES ONLY TO THOSE APPLICANTS FOR MENTAL HEALTH POSITIONS

In addition to the Chapter 435, F.S., listed offenses, the following offenses are also applicable for “Mental Health Personnel” screened pursuant to section 394.4572, F.S., defined as “program directors, professional clinicians, staff members, or volunteers working in a public or private mental health program or facility who have direct contact with individuals held for examination or admitted for mental health treatment.” **The additional offenses apply only to “Mental Health Personnel” as determined pursuant to Section 408.809, F.S. as listed below**

	<u>Relating to:</u>
Chapter 408	felony offenses contained in Chapter 408
Section 408.8065(3)	offers service or skilled service without valid license when licensure is required, or knowingly files a false or misleading license or license renewal application, or submits false or misleading information related to application
Section 409.920	Medicaid provider fraud
Section 409.9201	Medicaid fraud
Section 777.04	attempts, solicitation, and conspiracy to commit an offense listed in this subsection
Section 817.034	fraudulent acts through mail, wire, radio, electromagnetic, photoelectronic, or photooptical systems
Section 817.234	false and fraudulent insurance claims
Section 817.481	obtaining goods by using a false or expired credit card or other credit device, if the offense was a felony
Section 817.50	fraudulently obtaining goods or services from a health care provider
Section 817.505	patient brokering
Section 817.568	criminal use of personal identification information
Section 817.60	obtaining a credit card through fraudulent means
Section 817.61	fraudulent use of credit cards, if the offense was a felony
Section 831.01	forgery
Section 831.02	uttering forged instruments
Section 831.07	forging bank bills, checks, drafts or promissory notes
Section 831.09	uttering forged bank bills, checks, drafts, or promissory notes
Section 831.30	fraud in obtaining medicinal drugs
Section 831.31	the sale, manufacture, delivery, or possession with the intent to sell, manufacture, deliver any counterfeit controlled substance, if the offense was a felony
Section 895.03	racketeering and collection of unlawful debts
Section 896.101	the Florida Money Laundering Act

I also affirm that I have not been designated as a sexual predator pursuant to s. 775.21, F.S.; a career offender pursuant to s. 775.261, F.S.; or a sexual offender pursuant to s. 943.0435, F.S., unless the requirement to register as a sexual offender has been removed pursuant to s. 943.04354, F.S.

I understand that I must acknowledge the existence of any applicable criminal record relating to the above lists of offenses including those under any similar statute of another jurisdiction, regardless of whether or not those records have been sealed or expunged. Further, I understand that, while employed or volunteering at _____ in any position that requires background screening as a condition of employment, I must immediately notify my supervisor/employer of any arrest and any changes in my criminal record involving any of the above listed provisions of Florida Statutes or similar

statutes of another jurisdiction whether a misdemeanor or felony. This notice must be made within one business day of such arrest or charge. Failure to do so could be grounds for termination.

I attest that I have read the above carefully and state that my attestation here is true and correct that **my record does not contain any of the above listed offenses**. I understand, under penalty of perjury, all employees in such positions of trust or responsibility shall attest to meeting the requirements for qualifying for employment and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses. I also understand that it is my responsibility to obtain clarification on anything contained in this affidavit which I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may disqualify me from employment consideration and, if I am hired, may be grounds for termination or denial of an exemption at a later date.

SIGNATURE OF AFFIANT: _____

Sign Above OR Below, DO NOT Sign Both Lines

To the best of my knowledge and belief, **my record contains one or more of the applicable disqualifying acts or offenses listed above**. I have placed a check mark by the offense(s) contained in my record. (If you have previously been granted an exemption for this disqualifying offense, please attach a copy of the letter granting such exemption.) (Please circle the number which corresponds to the offense(s) contained in your record.)

SIGNATURE OF AFFIANT: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

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(Print, Type, or Stamp Commissioned Name of Notary Public)

(Check one)

☐ Affiant personally known to notary

OR

☐ Affiant produced identification

Type of identification produced: _____

completed in its entirety and e-mailed to the following individuals at CSSF Headquarters: Teresa.serrano@careersourcesfl.com, david.gilbert2@careersourcesfl.com, Leroy.garcia@careersourcesfl.com, and Robert.smith2@careersourcesfl.com

COVID TRACING

Employee's Name: _____
Office/Career Center _____
Last Day In Office _____
Tested: _____
Date of Results _____
Telework: _____ Effective: _____
Date Notified CSSF HQ: _____

EMPLOYEE STATEMENT

Please detail the employees signs, symptoms or other indications that lead to the employee being tested for COVID. Employee should indicate if they have been in the office while experiencing any of these signs, symptoms of indicators.

INTERVIEW THOSE IDENTIFIED AS CLOSE CONTACT

The reporting supervisor/manager will need to interview each individual that may have come into close contact with the affected staff member. *Close contact is defined as contact within six feet, close proximity with no facial covering, and or sharing of items that have been touched by both parties. Any staff member that has been in close contact is advised to quarantine and/or get tested as soon as possible.

Date	First Name	Last Name	Experiencing Symptoms	Been Tested	Test Results	Comments
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REMEDIAL ACTION

Date	Time	Comments
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OFFICE/CENTER CLOSURE
SANITIZATION
Recommendation Re-open

COMPLETED BY:

DATE: