

CONTRACT EXTENSION

This Contract Extension is made and entered into this 30th day of June, 2018 by and between the Workforce Development Board of Flagler and Volusia Counties, Inc., d.b.a. CareerSource Flagler Volusia, (hereinafter CareerSourceFV) a Florida private not-for-profit corporation, whose principal address is 329 Bill France Boulevard, Daytona Beach, Florida 32114 and Case Management, Inc. (hereinafter Contractor), whose principal address is 719 Tumblebrook Drive, Port Orange, Florida 32127.

IT IS AGREED by and between the parties as follows:

1. The period of the performance of the functions and services under this Contract Extension is from July 1, 2018 to June 30, 2019. CareerSourceFV may, at its option, and with the concurrence of the Contractor, continue this Contract beyond the initial contract period as referenced in the original Request for Proposals.
2. For the performance of functions and the provisions of services under this Contract Extension, the Contractor will be paid in an amount not to exceed One Million Five Hundred Seventy Three Thousand Two Hundred Twenty-Two Dollars and Sixty-Four cents (\$1,573,220.64) or as amended. These costs are based on performance as outlined in the Statement of Work and approved budget attached to this Contract Extension.
3. The payment for this Contract Extension will be made from the various funding sources that benefit from the services provided in accordance with the cost allocation.
4. As a condition precedent, this Contract Extension is contingent upon the State of Florida receiving Temporary Assistance for Needy Families, Supplemental Nutrition Assistance Program, Wagner-Peyser and Workforce Innovation and Opportunity Act funds and the receipt of these funds by CareerSourceFV. CareerSourceFV is only a distributor of these funds and is not obligated further.

This Contract Extension is subject to and incorporates the following:

- a) Attachment I
 - i) Statement of Work with Budget
- b) Attachment II
 - i) Section A - General Terms and Conditions
 - ii) Section B - Special Terms and Conditions
- c) Attachment III
 - i) Invoice Template

IN WITNESS WHEREOF, the parties hereto have executed this Contract Extension as of the day and year first above written:

CareerSource Flagler Volusia

Case Management, Inc.

Signature of Authorized Official

Signature of Authorized Official

Robin King
Typed Name of Authorized Official

Katherine Spencer
Typed Name of Authorized Official

President/CEO
Title of Authorized Official

President
Title of Authorized Official

Witness

Witness

Case Management Inc.
STATEMENT OF WORK

I. CareerSource Flagler Volusia System

The CareerSource Flagler Volusia's (CareerSourceFV) concept allows for the streamlining of multiple services with multiple providers under one philosophy; to promote a seamless delivery of services to the universal customer. The goal is to make the recruitment, training and hiring process easier for both the business community and the job seeker in developing the skills necessary to build a mutually beneficial working relationship.

CareerSourceFV is comprised of three full-service centers, youth providers, access points and Mini Career Links (MCLs) throughout Flagler and Volusia Counties as well as www.CareerSourceFV.com. It provides services to any job seeker, student or business, with streamlined access to a wide range of high quality information and services about jobs and careers, labor markets, skill standards, education and training programs and financing options.

CareerSourceFV's goal is to increase the prosperity of workers and employers; reduce welfare dependency, increase economic self-sufficiency, meet employer needs; and enhance productivity and competitiveness.

CareerSourceFV will meet the needs of the workforce of Flagler and Volusia Counties by ensuring that the following attributes are prevalent in all services offered:

BUSINESS-DRIVEN

We believe Flagler and Volusia businesses – the region's job creators – are essential to our overall success in providing effective, market-relevant workforce solutions that drive economic growth and sustainability.

CONTINUOUS IMPROVEMENT

Driven by our commitment to excellence, we project and adjust to changing market dynamics. We continually strive to improve our performance to better anticipate and address the talent needs of businesses and the employment and skills needs of job seekers and workers. We identify, measure and replicate success.

INTEGRITY

We fulfill our mission with honesty and accountability and strive in every decision and action to earn and protect the public trust.

TALENT FOCUSED

We believe in the power of talent to advance every enterprise and open the door to life-enhancing economic opportunities for individuals, businesses and communities. Our commitment is to make talent Flagler and Volusia's key competitive asset.

PURPOSE-DRIVEN

Our work is meaningful and through it, we can inspire hope, achievement and economic prosperity in the lives of the customers we serve.

USER EXPERIENCE DESIGN

We will use the creative approach of inspiration, ideation and implementation to problem solving and use a process that starts with the people we serve and ends with new solutions that are tailor made to suit their needs.

II. Purpose

The purpose of this Contract is for the provision of staff and services for Career Services and Training Facilitator for Young Adults with Disabilities (hereafter referred to as Contractor).

The primary goal of Career Services is to assist participants in obtaining appropriate and sufficient long-term employment within all available programs. These include Adult, Dislocated Worker (DW) and Young Adult Programs funded through the Opportunity Act, Welfare Transition Program (WTP), Supplemental Nutrition Assistance Program (SNAP), Re-Employment Services and Eligibility Assessment Program (RESEA), Rapid Response, and Special Grants (H1B, NEG, CareerSource Florida, etc.).

Career Services is customer driven and assists individuals in finding and retaining gainful employment. There is a focus on services and training related to careers aligned with the skills needs of the area's in-demand industry sectors through the use of up-to-date Labor Market Information.

Under this Statement of Work, the Contractor will work with CareerSourceFV and their partners (including the Center Operator (Operator) to provide a system that meets CareerSourceFV's guidelines and concepts of Customer Service and Career Pathways.

Customer Service Philosophy:

- There is a focus on excellent customer service, innovative and effective service design, integrated management and high quality staffing so that all customers receive the services needed.
- Customers will have a clear understanding of the flow of services and how they can progress from one to another quickly and seamlessly allowing them efficient services that meet their individual needs.
- To maintain high customer satisfaction, the Operator will evaluate effective customer service (i.e. collecting data both internally and externally) through direct methods (personal interviews, focus groups, surveys, etc.) or indirect methods (performance data.) This data will be used to adjust customer flow as needed.
- The "user experience design" approach uses an in-depth process analysis of understanding what the customers' expectations and preferences are and organizing them into specific measurable results to increase value-added services to the customer.
- Use assessments as part of the successful customer advocacy approach that uses an in-depth interviewing technique and evaluation to identify employment barriers and appropriate employment goals.

Career Pathway Philosophy

- Develop and implement career pathways by aligning the employment, training, education and supportive services that are needed by customers to gain employment along their career pathways.
- Career plans are flexible and responsive to the individual needs of each customer as they move through defined career services and/or training services, keeping in mind that employment with a clear career pathway is the ultimate goal for all our customers.

- Engage industry sectors by addressing the needs of businesses through focusing intensively on the workforce needs of a specific industry/sector over a sustained period, often concentrating on a specific occupation or set of occupations within that industry.
- Address the needs of job seekers by creating formal career paths to good jobs, reducing barriers to employment, and sustaining or increasing middle-class jobs.
- Bolster regional economic competitiveness by engaging economic development experts in workforce issues and aligning education, economic, and workforce development planning.
- All staff, regardless of their roles within each program, must be experts not only in using the latest LMI tools, but utilizing the information to increase the effectiveness of career plans and the likelihood of success by their customers to enter into a career.

Services will be provided through the designated policies of CareerSourceFV.

The period of the performance of the functions and services under this Contract is from June 30th, 2018 to June 30, 2019.

III. Objectives

The objectives of this Contract for Career Services include:

- Work within a seamless network of partners among workforce development, economic development, business and community agencies in order to meet the needs of businesses and job seekers in the Volusia and Flagler Region. This includes supporting the development and implementation of career pathways by aligning the employment training, education and support services that are needed by adults, dislocated workers and young adults to gain employment.
- The contractor is responsible for actively participating in the design and implementation of identified changes in service delivery as directed by CareerSourceFV's Board of Directors.
- Coordinate, facilitate, promote and expedite all services provided through the Centers by working with the Operator to ensure that they meet the needs of customers (business and job seeker) in an efficient and effective manner.
- Work closely with the Career Center Operator (the Operator) to ensure that the Career Center operations are unified with the delivery of all workforce services.
- Work closely with the Operator for seamless delivery and coordination of assessment services, career counseling and planning, brokering of educational and financial information including Individual Training Accounts (ITAs) for eligible participants referred under WIOA, WTP and other funding sources passed through CareerSourceFV.
- The Contractor will continue to provide QuestNet, a specialized programming for select long-term unemployed customers. This will include, but not be limited to, live workshops that increase the employability skills of long-term unemployed customers. This will include but is not limited to, interviewing skills, one-on-one resume assistance, soft skills training, labor market information research techniques and effective job searching.
- The achievement of CareerSourceFV performance standards.

Because of the number and variety of services available through CareerSourceFV it is likely that the Contractor's staff will encounter individuals who will need access to information in addition, or in lieu of, the information presented in the on-line workshops. The Contractor is responsible for creating a "no wrong door" atmosphere when customers are applying for services.

The Contractor will:

- Provide problem solving assistance to individuals and advocacy as needed.
- Participate in community education activities regarding available services, providers and the service delivery system.
- To enhance the seamless flow of services to both job seekers and businesses the Contractor will participate in identified functional groups as needed. Each functional group will have representation from Career Services, the Operator, CareerSourceFV and other partners as needed. These functional groups will meet as needed and other functional groups will be formed as needs are identified by CareerSourceFV and their contractors.

IV. Responsibilities of the Contractor:

Career Services to Job Seekers

It is the shared responsibility of Career Services and the Operator to provide a cohesive and integrated system to the customers of CareerSourceFV.

The Contractor is responsible for the delivery and follow-up of Welfare Transition Program (WTP), Workforce Innovation and Opportunity Act (the Opportunity Act), Supplemental Nutrition Assistance Program (SNAP), Ticket to Work and Re-Employment Services, Eligibility Assessment Program (RESEA) career services and Special Grant funded programs (i.e. H1B, NEG, CareerSource Florida grants, etc.).

The Contractor will provide integrated career services as a customer-focused service delivery strategy designed to assist job seekers with multiple needs and barriers. This means that an individual who receives benefits/services under two or more programs, such as WTP and the Opportunity Act, will deal with only one career service specialist from the beginning of the service delivery process through the provision of services. Career Service Advocates shall balance sensitivity to the needs, goals and ambitions of the job seeker against a commitment to a well-managed, effective and efficient human services program. It is also a process activity that ensures that the job seeker is progressing through the career plan that was agreed upon and that on-going contact with the job seeker is maintained throughout the time of participation, upon employment and following case closure.

The Contractor is responsible for the delivery and coordination of assessment services and interpretation of assessment results that are available through the Career Center labs. Computer labs will be accessible to customers in all Career Centers where a variety of services will be available to all partners, including but not limited to Vocational Rehabilitation and the Division of Blind Services. These services may include, but are not limited to, on-line assessments, hard-skills training (computer skills), on-line trainings & workshops and one-on-one assistance with resumes, etc. The Operator is responsible for the oversight of all computer labs, including staff coverage

Workforce Innovation and Opportunity Act (The Opportunity Act)

The Opportunity Act is designed to strengthen and improve the public workforce network and help put individuals back to work. The Opportunity Act makes it easier for the public workforce network to help job seekers acquire the skills businesses need and help businesses access the talent pool they need to compete and win in a global economy

- The Contractor will keep abreast of changes in Labor Market Information to ensure that employment and training services are coordinated and complementary so job seekers acquire skills and credentials that meet business needs.
- The Contractor will ensure that proper documentation for all WIOA customer files (including businesses) are maintained in the electronic filing system, Content Central.
- The Contractor will submit applications for all WIOA programs including dislocated workers and adults to the Operator for eligibility. The Contractor will also submit

closures of all WIOA funded programs to the Operator. Submission of unsuccessful closures will be coordinated with the Operator before submitting to Management Information System (MIS) team for closure.

The Contractor will ensure the following elements are present in career services for the Opportunity Act and WTP programs.

1) Outreach and Recruitment

The Contractor is responsible for the recruitment of individuals most in need of services. The Contractor is responsible for determining the priority of service to individuals before providing training services with Opportunity Act funds. Priority of service shall be coordinated with CareerSourceFV.

2) Objective Assessment

The Contractor is responsible for the coordination of assessments with the Operator. The Contractor shall conduct objective assessments to screen for key strengths, barriers to employment, such as substance abuse, mental health problems, domestic violence situations, and learning disabilities. The Contractor will not rely solely on the results of the self-directed assessments to determine barriers to employment and/or paths to self-sufficiency.

3) Customer Choice and Advocacy

The Contractor is responsible for addressing each participant's needs in a prescriptive manner. The Contractor shall ensure that staff:

- focus on understanding and assisting participants
- offer an array of interventions to address individual needs
- link participants to services needed to overcome barriers to employment
- coordinate services with community providers in order to maximize utilization of human resources
- deliver current and accurate employment information and community resources to the participants
- conduct follow-up with service providers to ensure participant needs are being met
- provide each participant with information regarding the options available to them so they can make informed decisions regarding their career plan and goals to achieve independence
- to the extent possible, grant participants the opportunity to choose among opportunities offered that best suit their needs

4) Planning

The Contractor is responsible for ensuring that all participants have a career plan. Career plans are required for all participants and may also be referred to as the Individual Responsibility Plan (IRP) and/or Alternative Responsibility Plan (ARP). The Contractor is responsible for following CareerSourceFV procedures and policies for career plans and conduct and incorporate academic, interest and other prescribed assessments into the career plan.

5) Support Services Coordination

The Contractor is responsible for ensuring that support service management occurs in accordance with local CareerSourceFV policies and procedures. The Contractor will work with various community organizations to locate and access available support services.

Support services include, but are not limited to childcare, transportation, medical services, clothing and other ancillary items required for training or employment. When a community service is not available, the Contractor may authorize funds within CareerSourceFV's guidelines and established budget.

The Contractor is responsible for the coordination of referrals and services with providers of CareerSourceFV.

6) Participant Contact

The Contractor is responsible for maintaining regular contact with all program participants and document contact according to CareerSourceFV's procedures. The Contractor will use various tools to identify the best way to maintain contact (i.e. Florida system, OSST, Employ Florida, etc.). Regular contact is more than case noted attempts of sent emails and phone messages and includes ongoing conversations with customers as they transition into permanent employment.

7) Confidentiality

The Contractor is responsible for ensuring that any information disclosed to staff remains confidential. The Contractor is also responsible for providing confidential settings for privacy during screenings, interviews and referral to appropriate services. To accomplish this, the Contractor shall establish and discuss confidentiality guidelines with staff, how and where confidential materials should be maintained and conditions under which information can and should be released.

8) Record Keeping

The Contractor is responsible for ensuring that all general and WIOA eligible applicants are determined eligible, enrolled, updated and closed in the appropriate WIOA systems in accordance with the applicable State and local policies and procedures. The Contractor will be responsible for the accurate and timely recording of all activities and services provided.

Record keeping includes the accurate and timely data entry for all activities, from enrollments through closure and post-program follow-up.

9) Coordination of Training

The Contractor will facilitate the enrollment of eligible participants into training programs.

The Contractor's career planners will design the "road map" of services and anticipated outcomes and timelines and justifying training based upon assessment results and career plans.

The Contractor will promote customer choice through informing customer of performance, cost and requirements of programs and courses offered through any and all local educational entities, regardless of whether or not the school is on CareerSourceFV approved listing or that the occupation is on the targeted occupation list. These trainings can also include customized trainings as well as paid work experience.

Upon participant's approval for either classroom training through CareerSourceFV procedures, the Contractor will be responsible for creating Individual Training Accounts (ITAs). The Contractor is also responsible for processing all ITAs, training related expenditures, ancillary, support and vendor expenditures through the established procedures of CareerSourceFV.

10) Older Youth Transition Services

The Contractor will work in close collaboration with the Youth Providers to provide additional services to WIOA Youth, ages 18-24, referred by Youth Providers. The services are to

include, but are not limited to, referrals to appropriate WIOA adult services, career exploration and guidance, and act as an entry point to all CareerSourceFV services.

11) Work Experience

The Contractor will ensure that the Business Services representative are responsible for developing Work Experience Sites for WIOA, WTP and special grant participants within established policies and procedures; the Contractor is responsible for maintaining signed work-site agreements and maintaining these records in Content Central.

12) Credential/ Measurable Skills Gain

The Contractor is responsible for the successful completion of credentials by WIOA individuals by the time of exit from training, including ITAs, OJTs and CTs. These individuals will be successful if they achieve measurable skills gains based on the attainment of one of the five types of gains (Educational Achievement, High School Diploma or Equivalent, Secondary/Post-Secondary Transcript/ Report Card, Training Milestone or Skills Progression). A successful credential attainment is a participant who exits a post-secondary education or training program and who obtained a recognized post-secondary credential during the program or within one year after exit.

The Contractor is responsible for ensuring the compliance with Training and Employment Guidance Letter 10-16 (TEGL 10-16), section E, WIOA Measurable Skills Gains.

The Contractor will ensure that all paperwork involving applications and the reporting of activities, goals, measurable skills gains and credentials is scanned into CareerSourceFV's electronic record tracking system, Content Central.

13) Placement

The Contractor is responsible for clients to be placed into employment that will lead to self-sufficiency. To accomplish this, the Contractor must work closely with Job Seeker Services and the Business Service Division to link participants to enhanced job search services and placement.

14) Follow-Up

The Contractor is responsible for conducting and recording post closure follow-ups in accordance with CareerSourceFV policies and procedures. The Contractor will use various tools to identify the best way to maintain contact (i.e. Florida system, OSST, Employ Florida, etc.). Regular contact is more than case noted attempts of sent emails and phone messages. The Contractor will also be responsible for recording information on post-employment, credentials, and education and training opportunities as well as sharing information with individuals on post-program services to which they may avail themselves.

15) Job Retention

The Contractor is responsible for job retention. It is the intent of job retention assistance to help participants placed into jobs to overcome any problems that may arise during this critical period and to ensure further progress toward long-term employment. The Contractor is responsible for providing services that will assist participants in retaining employment and developing careers. Contractor staff will ensure that participants receive information regarding their eligibility for support and transitional services following placement into employment. This may include close follow up with customers during the first month of new employment to help with job retention and issues that may arise at the new position. Follow up services to assist the participants are available up to 12 months after closure in some cases and should be used to help with job retention.

16) Services to customers with disabilities

The Contractor will operate the Ticket to Work program. It is the intent of this program to return customers receiving SSI/SSDI to work resulting in self-sufficiency. The Contractor will ensure services by the Disability Navigator is available in each Career Center. This staff will work one-on-one with customers with disabilities, providing them employability assistance that results in employment and ultimately self-sufficiency.

Welfare Transition Program specific services

The Contractor is responsible for the flow of the WTP participants from work registration to the end of their eligibility for transitional services. This includes, but is not limited to, eligibility determinations, alerts, assignment of cases, case management, assignment of activities, alternative plans, deferral from activities, record keeping, hardship extensions, relocation, severance benefits, sanctioning procedures, diversion services, attending Fair hearings and providing staff for FDLE interview requests.

The Contractor is responsible for providing services to program participants that will lead the participants off cash assistance and to self-sufficiency.

The Contractor is responsible for cross referencing Department of Children and Families (DCF) FLORIDA system to track the on-going eligibility and time-limits of current and former Temporary Cash Assistance (TCA) recipients. As a condition of using the FLORIDA system, the Contractor is responsible for ensuring that all staff completes all DCF required security training.

In addition to general case management responsibilities, the Contractor is responsible for the provision of specific elements the Welfare Transition Program include. These elements include, but are not limited to:

1) Up-Front Diversion Services

In accordance with CareerSourceFV's focus of promoting Diversion and the services available to diverted participants, an effort will be made to direct potential TCA applicants into Diversion before they receive cash benefits. Persons referred by DCF will receive information about job opportunities and other benefits, opportunities and obligations of Diversion.

2) Assessment

Assessments will be the foundation of a participant's plan and the justification of services provided. The Contractor will assess all WTP participants in accordance with CareerSourceFV policies and procedures.

3) Deferral Services

The Contractor is responsible for providing case management services to those WTP participants who are unable to actively participate in work activities full time. All deferrals must be verified and documented and follow CareerSourceFV policies and procedures.

4) Countable Activities

The Contractor is responsible for placing WTP participants into countable activities. Federal law requires that the State meet a specified participation rate each fiscal year in order to receive full federal funding. In order to meet the federal work participation rate, each participant must be engaged in a countable work activity for at least the minimum number of hours required per week (averaged over the month).

5) Assignment of Activities

The Contractor is responsible for providing participants with information on all work related activities. The Contractor shall work with participants to choose activities that are based

upon assessment results and that will have the intent of assisting the participant to achieve the knowledge needed to obtain gainful employment.

6) Participation Rates

The Contractor will ensure that the work participation rates, required by the State of Florida, for recipients of temporary cash assistance are met.

The Contractor will ensure that all recipients of temporary cash assistance served under this contract meet the weekly minimum requirement with on-the-job training, community work experience, or work experience. The Contractor may increase the number of hours for each participant based on the needs of the participant.

7) Responsibility Plan

The Contractor is responsible for developing IRP/ARPs in accordance with CareerSourceFV's policies and procedures.

8) Transitional Services

The Contractor is responsible for providing eligible former Temporary Cash Assistance (TCA) recipients and recipients of up-front diversion with transitional benefits and services. These benefits and services may include child care, transportation and training.

9) Relocation Services

The Relocation Assistance Program was developed to assist families who have significant barriers to finding and retaining employment to relocate to communities where there will be a greater opportunity for attaining self-sufficiency. Relocation is available to participants receiving temporary cash assistance who request relocation and who meet the eligibility criteria. Follow up will be conducted on relocated persons in accordance with the local relocation follow up policy.

10) Hardship Extensions

The Contractor is responsible for reviewing and processing hardship extension eligibility and requests in partnership with the Department of Children and Families.

11) Cash Severance Benefit

The Contractor is responsible for determining eligibility for the cash severance benefit. This benefit may give employed recipients of Temporary Cash Assistance an alternative to receiving ongoing monthly payments.

12) Sanction Policies and Procedures

The Contractor is responsible for following all policies and procedures on conducting pre-sanctioning screenings to identify participants at risk of being sanctioned and develop an alternate plan to prevent the sanction if at all possible.

Supplemental Nutrition Assistance Program (SNAP)

The contractor is responsible for the SNAP program that functions as a safety net for impoverished families and is designed to provide food stamp recipients, who are able-bodied adults without dependents (AWAWDs), with the training, education, support services and skills needed to become self-sufficient through employment. The program will best meet the needs of the participants as it pertains to preparing for and keeping employment. This includes, but is not limited to, Work Experience, Self-Initiated Work Experience and Training and Education. Orientation is a required activity for any new or reopened referral, with the exception of those who have attended in the past 12 months.

1) Work Experience

The Contractor will developed and collaborate with community-based organizations to provide work sites for participants. Job descriptions, as well as worksite agreements, will be completed for each site. Work experience must consist of: Work Experience (WE) or Self-Initiated Work Experience (SIWE).

2) Educational and Training Activities

The Contractor will ensure that all educational and training activities will improve basic skills or otherwise improve the participants' employability skills. These programs may include, but are not limited to the following:

- Adult Basic Education
- Remedial education
- High School completion or General Education Development
- Post-Secondary education
- Vocational training
- English for Speakers of Other Languages
- Education/training coming with JS/JST
- Workforce Innovation and Opportunity Act Program
- Trade Adjustment Assistance Program
- Online trainings available through DEO

Re-Employment Services and Eligibility Assessment Program (RESEA)

The RESEA program provides intensive, one-on-one assessment interviews with RESEA participants. RESEA participants must receive, at minimum, five services: Orientation, Initial Assessment, Labor Market Information, creation of an Employability Development Plan and work search activity. The Contractor will provide the following services:

1) Orientation:

An orientation about the Career Center's services with particular emphasis on accessing available labor market and career information. This can be a virtual, group, or individual orientation.

2) Initial Assessment:

A one-on-one assessment interview with a Career Services Advocate to review the participant's strengths, weaknesses, and barriers.

3) Labor Market Information:

Provision of Labor Market Information unique to the RESEA participant's experience, skills and desired occupation and assist claimant in recognizing trends.

4) Employability Development Plan:

Jointly with Claimant, the Contractor will develop an Employability Development Plan (EDP) or Re-employment Plan unique to the RESEA participant's passed and future employment goals, at least short-term and long-term goal, action steps to achieve those goals and specific work search activities (title, date and time are required). EDPs should be thorough and complete as they will be provided to the participant to follow and are an area specifically reviewed during the quality assurance monitoring.

5) Work Search Activity

Examples include but are not limited to: resume writing, interviewing and adult literacy.

Business Services

The Contractor, in collaboration with CareerSourceFV, will provide services to businesses in targeted Industry Sectors in Flagler and Volusia counties.

Services to Businesses:

- Maintain strong business relationships that have been built through the CareerSourceFV business development model. The Contractor will build new and sustainable business relationships through this model as well.
- Primary services to be delivered to businesses include:
 - On-the-Job Trainings (OJT)
 - Customized Trainings (CT)
 - Florida Flex Information
 - Job Fairs
 - Recruitment Services
 - Paid Work Experience/ Internships
 - Rapid Response
- The Contractor is responsible for tracking and reporting party-related contracts. No board member's company may be reimbursed for training in excess of \$25,000 during the program year. All contracts must be approved by the CareerSourceFV Board of Directors.
- The Contractor will participate on the Team Volusia EDC's practitioner group.
- Track all interactions and services to businesses in the customer relations management tool, Salesforce. Surveys will be sent to all businesses receiving services.
- Work closely with the Operator, the manager of Department of Economic of Opportunity and CareerSourceFV to coordinate job fairs and recruitment events. All services provided at job fairs will be properly documented in the customer relations management tool as well as Employ Florida.
- Ensure that all staff are well versed in the available business services to ensure an effective labor exchange.
- Work with businesses who are completing applications for OJTs, CTs and special projects and complete subsequent reports on expenditures and average salary. These reports will be maintained monthly and the Contractor will work closely with CareerSourceFV to ensure budget goals are met while following policies and procedures.
- The Contractor will work within the community to actively engage new businesses and attend business community events/ meetings.
- The Contractor will ensure communication of business needs to staff working with customers through emails, website calendar, flyers and one on one meetings with Career Service Advocates and Business Service Representatives.
- The Contractor will ensure that the Business Services Representatives provide referrals for On-the-Job Training and will provide appropriate case management services for individuals participating in On-the-Job Training.

- The Contractor will provide assessment services to businesses. This will include, but not be limited to, Prove It and other assessments as requested by businesses and as capacity allows.

Services to Participants:

- The Contractor will complete all WIOA applications to determine eligibility in all programs as appropriate to ensure usage of all available funding streams. Applications will be completed in Employ Florida and scanned into Content Central.
- The Contractor's Business Service Representatives will case manage each participant in a training program from the time of application until up to six months after exit to ensure retention of customers in employment.
- The Contractor will ensure that all services referenced above under Workforce Innovation and Opportunity Act section of this statement of work are completed for all customers of the Business Services Unit.

Other Responsibilities

- The Contractor will bill CareerSourceFV within 30 days of provided service. All billing must occur within 30 days of the billing period.
- The Contractor will submit reports as requested by CareerSourceFV in an agreed upon format and time frame.
- The Contractor is responsible for providing proper management and staffing of the program needed to accomplish this Contract's objectives.
- The Contractor is responsible for providing CareerSourceFV's finance department monthly timesheets for each employee documenting staff time allotted to each appropriate program funding source. These include, but are not limited to, WIOA, WTP, SNAP, Special Grants, etc.).
- The Contractor will ensure that staff are "certified" in assigned training modules available through various providers in accordance with CareerSourceFV policy.
- The Contractor will be responsible for reporting changes in program staff and staff that terminate employment, prior to them leaving, to CareerSourceFV.
- In the event that any Contractor staff leaves employment for any reason the Contractor will notify CareerSourceFV to gain approval to refill the position. CareerSourceFV reserves the right to renegotiate the cost of the Contract at the time of termination of any staff.
- The Florida Negligent Hiring Statute holds an employer responsible for any willful unlawful act of an employee while on the job. Therefore the Contractor must perform background checks (Level I) on all current staff members including owners/presidents/managers and new hires.

V. Responsibilities of CareerSourceFV

CareerSourceFV will:

- Communicate any issues identified by CareerSourceFV's Board of Directors and its committees.
- Disseminate and interpret reports received from the State on all employment and training programs.
- Provide reports on Labor Market Information and other requested topics as needed.

- In accordance with this program, computer access will be provided to the Contractor's staff upon receipt of computer and confidentiality agreements signed by the Contractor's program staff. The Contractor's staff will require access in accordance with the objectives of this program.
- Payment of invoices in accordance with CareerSourceFV's policy of paying within 30 days of receipt of appropriate documentation with invoice.
- CareerSourceFV will provide technical assistance on policies, legislative requirements, including formats for required reports and invoices.
- Author local program policies.
- Develop program budgets with the Contractor.
- CareerSourceFV will evaluate and make recommendations regarding the performance of programs and contracts.
- CareerSourceFV will monitor program status and assist in developing corrective action strategies.
- CareerSourceFV will write and disseminate local policy in response to local, state and federal legislation and CareerSourceFV's Board of Directors requirements.
- Will provide or coordinate technical assistance on an as-needed basis.
- Schedule and register, as requested, State trainings.
- Assist with registrations, as needed, for trainings.
- Participate in functional groups as appropriate.

VI. Payments and Payment Plan

The Contractor will be paid a maximum of \$1,573,220.64 under this contract amendment.

Cost Reimbursement

Under the terms of this Contract, cost reimbursement will be made in an amount not to exceed \$786,610.32 and not to exceed thirty-three percent (\$259,581.41) per quarter for the first three quarters. Cost reimbursement will be paid in accordance with the attached line item budget on any line item except profit. Cost reimbursement will be documented according to CareerSourceFV's fiscal policies. A ten percent (10%) variance may occur between line items with approval from CareerSourceFV prior to expenditure.

Performance

Under the terms of this Contract, payment of \$786,610.32 will be made on a performance basis for Measures and Fixed Cost Deliverables.

Measures

The Contractor will be paid based upon the performance achieved in accordance with the goals outlined under "Performance Benchmarks" below. The budget for measures will not exceed \$235,983.10. The monthly amount available to be earned for performance measures (WIOA/DW/WTP) will not exceed \$43,066.92 (this total is for months when all measures are available).

These measures include the following:

Performance

Units

Per Unit

Customer Satisfaction

Customer Satisfaction - Job Seekers (local report)

\$33,037.63

12

\$2,753.14

Customer Satisfaction - Businesses (local report)

\$33,037.63

12

\$2,753.14

Employment

Welfare Participation Rate	\$23,598.31	12	\$1,966.53
Welfare Employment Rate	\$23,598.31	12	\$1,966.53
WIOA Placement at Closure - Employment	\$16,518.82	12	\$1,376.57
WIOA Placement 2 nd Qtr. after Exit	\$18,878.65	4	\$4,719.66
WIOA Placement 4 th Qtr. after Exit	\$18,878.65	4	\$4,719.66
WIOA AD Average Wage 2 nd Qtr. after Exit	\$18,878.65	4	\$4,719.66
WIOA DW Average Wage 2 nd Qtr. after Exit	\$18,878.65	4	\$4,719.66
ITA Expenditures	\$18,878.65	12	\$1,573.22
Federal Measure	\$11,799.15	1	\$11,799.15

Definitions of Payable Measures:

Customer Satisfaction (Job-Seeker) – CareerSourceFV will conduct a job-seeker customer satisfaction survey directly or through a contracted designee. This benchmark will be completed monthly. The goal for this measure is 83% satisfaction rate.

Customer Satisfaction (Businesses) – CareerSourceFV will conduct a business customer satisfaction survey directly or through a contracted designee. The contractor will be held to the same measures negotiated by CareerSourceFV with the State.

WTP Participation Rate - The percentage of WTP individuals recorded in OSST who participate monthly in countable activities for the number of required hours as required by the State of Florida.

WTP Enter Employment Rate – The percentage of Welfare Transition Program’s participants who leave Temporary Assistance for Needy Families due to earned income/employment.

WIOA Placement at Closure – The percentage of WIOA target populations (Adults & Dislocated Workers) who are employed at the time of exit. (Local measure).

WIOA Placement 2nd Qtr. after Exit – The percentage of WIOA target populations (Adults & Dislocated Workers) who are employed or in post-secondary training the 2nd quarter after exit. (Local measure).

WIOA Placement 4th Qtr. after Exit – The percentage of WIOA target populations (Adults & Dislocated Workers) who are employed or in post-secondary training the 4th quarter after exit. (Local measure).

WIOA AD Average Wage 2nd Qtr. after Exit – The average wage of WIOA target populations (Adults Workers) during the 2nd quarter after exit. (Local measure).

WIOA DW Average Wage 2nd Qtr. after Exit – The average wage of WIOA target populations (Dislocated Workers) during the 2nd quarter after exit. (Local measure).

ITA Expenditures – The percentage of WIOA Adult/DW of funds to be spent on ITAs will be negotiated by CareerSourceFV and the Department of Economic Opportunity. The contractor will be held to the same measure.

Federal Measure – This benchmark will be paid at the end of the program year based on the most recently reported WIOA Federal Performance Measures results reported to CareerSourceFV by the state Department of Economic Opportunity. The contractor will be held to the same adult measures negotiated by CareerSourceFV with the state.

At the end of each month CareerSourceFV will review all measures to determine if measures not met during that month are payable based upon the following schedule. Measures less than 90% of their goal will not be payable.

100%+ of goal met at the end of the month
90%-99% of goal met at the end of the month

Performance measures of customer satisfaction of both Job Seekers and Businesses are not eligible for any payment unless the measure is met 100% at the time of reporting.

Deliverables

Fixed cost deliverables totaling \$578,048.45 will be earned in twelve (12) monthly payments (except for Internal Monitoring Results & Implementation which begins in September) of \$50,097.53. For the months of July and August the monthly deliverable amount will total \$38,536.56. These payments will be reconciled at the end of the month against the deliverables scheduled for completion.

Deliverables

Internal Monitoring Results & Implementation
 Data Integrity
 Business Services Unit
 Ticket to Work
 SME Development
 Staff Training

Monthly Draw

\$110,125.44	12	\$9,177.12
\$110,125.44	10	\$11,012.54
\$110,125.44	12	\$9,177.12
\$82,594.08	12	\$6,882.84
\$82,594.08	12	\$6,882.84
\$55,062.72	12	\$4,588.56

Definitions for Deliverables:

Internal Monitoring Results & Implementation – Based on documentation provided by CareerSourceFV, the Contractor will ensure any training needed for staff to reduce errors in the program monitored that month. The Contractor will provide to CareerSourceFV, using a Microsoft Teams an agenda and attendance roster for any trainings provided. If based on monitoring, no findings resulted in a needed training, an email from CareerSourceFV would be used for documentation.

Data Integrity – Based on internal monitoring completed by the Operator and CareerSourceFV, the contractor will provide training to staff and a second smaller sample of cases will be pulled for a second monitoring by CareerSourceFV. If a continuation of the same issues is present higher than 75% of files pulled, the Contractor will not be able to bill for this deliverable for that month and a corrective action plan with staff will be submitted to CareerSourceFV. If based on monitoring, no findings resulted in a needed training, an email from CareerSourceFV would be used for documentation.

Business Services Unit – The Contractor will submit the agenda and roster for each monthly meeting with the Business Services Unit. This will be provided using the Microsoft Teams. The

Contractor will submit reports (in a format to be determined mutually satisfactory) on monthly expenditures to ensure that the training dollars do not go over the monthly expenditure amount for both OJTs and CTs. Any exceptions will be approved by CareerSourceFV and the Contractor. The Contractor will provide results of internal monitoring of all Business Service Representatives case management files to ensure that all steps are taken. Any issues will result in internal counseling that the Contractor will provide to CareerSourceFV. Continuing issues will be discussed jointly between the Contractor and CareerSourceFV to determine future steps.

Ticket to Work – The Contractor will work closely with WIOA mandatory partners staff and other partner agencies to implement the Ticket to Work and to generate revenue from the program. The Contractor will implement any new programs or special programs that serves this specific population as opportunities arise. The Contractor will work to bring in a minimum annual revenue of \$70,000 and will submit monthly amounts of revenue earned.

SME Development – The Contractor will have staff cross train so that there will be at minimum two Subject Matter Experts for each program.

Staff Development Training – Based on reviews conducted by the Center Operator, the Contractor will ensure that monthly trainings will take place as needed to ensure that procedures are followed by all staff. This will be tracked by agendas and rosters that are kept in the Microsoft Teams site.

VII. Evaluation

This Contract will be evaluated on the overall achievement of CareerSourceFV corporate goals and strategies. This Contract will also be evaluated on its compliance with the responsibilities outlined in this Statement of Work.

VIII. Interpretation

It is understood and agreed by and between the parties that the specific terms, provisions and language of the Statement of Work and this contract shall be controlling and shall supersede any conflicting terms, provisions or language appearing in the various documents attached hereto.

GENERAL TERMS AND CONDITIONS

I Termination of Contract, Modification and Breach of Contract

- A. Modifications to this Contract shall be unilateral in nature when required by changes in US Department of Labor or State of Florida regulations, policies or funding, or when required by a change in State or Federal law.
- B. For Convenience - Either party may terminate the performance of work under this Contract, in whole, or from time to time, in part, whenever it determines such termination or suspension is in their best interest. Written notification from one party, as summarized in Section I, Paragraph E, to the other transmitting notice via certified mail with return receipt is required. Termination will be effective thirty (30) days after the notice has been issued, and the other party will have thirty (30) days after the termination date to close out the Contract.
- C. For Cause - The performance of work under this Contract may be terminated effective immediately, in whole, or from time to time, in part, by the Workforce Development Board of Flagler and Volusia Counties, Inc. d.b.a. CareerSource Flagler Volusia, (CareerSourceFV) at its sole discretion. The Sub-Recipient/Contractor will be notified by certified mail. Termination will be effective immediately and the Sub-Recipient/Contractor will be given thirty (30) days after the termination date to close out the Contract.
 - i) Reasons for termination with cause include, but are not limited to, the following:
 - a) If, through any cause not attributable to CareerSourceFV, the Sub-Recipient/Contractor fails to fulfill in a timely and proper manner its obligations under this Contract.
 - b) If the Sub-Recipient/Contractor violates any of the covenants, agreements or stipulations of this Contract.
 - c) If Temporary Assistance to Needy Families/Welfare Transition Program (TANF/WTP), or Workforce Innovation and Opportunity Act (WIOA) funding is not available.
 - d) If the Sub-Recipient/Contractor fails or refuses to permit inspection of its books by the US Secretary of Labor, Inspector General, CareerSourceFV or its designee, or any authorized person seeking inspection of the Sub-Recipient/Contractor's records pursuant to the Florida Public Records Law, Chapter 119, Florida Statutes.
 - e) If CareerSourceFV determines that it is necessary to protect the integrity of the funds or ensure proper operation of the program.
- D. Notice of Termination - Termination of work hereunder shall be effected by either party by the delivery of a Notice of Termination by a certified letter to the other party

specifying the extent to which the performance of work under the Contract is terminated and the date upon which such termination becomes effective.

- E. Certified and other mail related to contractual obligations will be sent to the following parties:
- i) CareerSource Flagler Volusia
Robin King, President/CEO
329 Bill France Boulevard
Daytona Beach, Florida 32114
 - ii) For the second party (Sub-Recipient/Contractor):
Authorized Signatory as identified on the Administrative Capability Form, if applicable, included in the awarded proposal.
Business address as identified on the Administrative Capability Form, if applicable included in the awarded proposal.
- F. Action to Be Taken After Receipt of Notice of Termination - After receipt of the notice of termination, the Sub-Recipient/Contractor shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment and miscellaneous items and shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering persons and/or services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments, the Sub-Recipient/Contractor agrees to:
- i) Settle all outstanding liabilities and claims arising out of such cancellation of commitments, or ratify all such settlements.
 - ii) Assign to CareerSourceFV in the manner, at the time and to the extent directed by CareerSourceFV, all of the rights, titles and interests of the Sub-Recipient/Contractor under the orders and subcontracts so terminated. CareerSourceFV shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and second parties.
 - iii) For Cost Reimbursement Contracts: Payments will be made for expenditures incurred up to the date that termination notification is received. CareerSourceFV must receive the final request for cost reimbursement, within thirty (30) days after the termination of the Contract unless otherwise stipulated by CareerSourceFV.
 - iv) Any litigation shall be heard under the laws of Florida and occur in Volusia County, Florida. Attorney Fees; The prevailing party in litigation including breach, enforcement, or interpretation arising out of the RFP or Contract shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs, and expenses.

II Availability of Funds

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

III Authority to Enter This Contract

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

IV Debarment, Suspension and Other Responsibility Matters

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

V Assignment of Contract

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

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

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

VI Continuing Right of Enforcement

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

VII Rights of CareerSourceFV

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

VIII Obligations of CareerSourceFV

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

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

IX Catalogue of Federal Domestic Assistance (CFDA) numbers

Below are the CFDA numbers for funding received by CareerSourceFV:

The CFDA numbers for Supplemental Nutrition Assistance Program

- 10.551

The CFDA numbers for Wagner-Peyser

- LVER 17.804
- DVOP 17.801
- UC 17.225

- Employment Services 17.207

The CFDA number for Temporary Assistance for Needy Families is:

- 93.558

The CFDA number for Workforce Innovation and Opportunity Act is:

- Adult 17.258
- Dislocated 17.260
- Youth 17.259

X **Records Retention and Maintenance**

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

The Sub-Recipient/Contractor agrees:

- A. To maintain financial, participant, statistical, audit and property records and documents pertaining to services provided and the characteristics of applicants, beneficiaries and participants of programs funded by this Contract as will enable it to properly comply with all reporting requirements of CareerSourceFV. Such records and documents shall be retained and kept available for audit purposes for five (7) years or until an approved audit of both CareerSourceFV and the Sub-Recipient/Contractor is completed, or until all litigation, claims or audit findings involving the records have been resolved, whichever occurs later. Such retention period starts from the date of CareerSourceFV approval of the Sub-Recipient/Contractor's closeout. Should the Sub-Recipient/Contractor be unable to maintain the records, such records shall be transmitted to CareerSourceFV in acceptable condition for storage.
- B. To permit CareerSourceFV, the US Secretary of Labor, the Inspector General of the US Department of Labor, the US Comptroller General, or their designated representatives to have access and the authority to audit, examine, and make excerpts, copies or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the Contract. To carry out this function, officials shall have access to all matter covered by this Contract during regular business hours and at reasonable locations, including the Sub-Recipient/Contractor's office or any other site at which the Sub-Recipient/Contractor may operate, maintain offices, or keep books and records.

- C. That if books and records used by the Sub-Recipient/Contractor, as determined in monitoring or audit reports in accounting for expenses incurred under this Contract, do not meet the minimum standards of accepted accounting practices and records management of CareerSourceFV, CareerSourceFV reserves the right to withhold any or all of its funding to the Sub-Recipient/Contractor until such time as standards are met. CareerSourceFV may withhold payments due under a later agreement to offset disallowed costs identified under an earlier agreement.
- D. That the Sub-Recipient/Contractor may be required to use different administrative or accounting procedures for the planning, controlling, monitoring and reporting of all fiscal and participant matters relating to this Contract.
- E. That all direct and indirect costs shall be charged in accordance with CFR 200 or subsequent guidance.
- F. To establish and maintain an auditable accounting system, and report on an accrual basis in accordance with recognized accounting practices and CareerSourceFV's requirements for fiscal and program reports. This includes establishing record keeping systems that are sufficient to permit the preparation of reports required by the State of Florida and CareerSourceFV and to permit the tracing of funds to a level of expenditure adequate to insure that the funds have not been spent unlawfully.
- G. To keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to insure that the funds have not been unlawfully spent.
- H. Government organizations and non-profits are required to be audited in accordance with CFR 200 or subsequent guidance. Commercial organizations (for-profit) receiving more than \$750,000 in total federal funds for the fiscal year must have either a program specific independent financial and compliance audit in accordance with generally accepted government auditing standards or an organization-wide audit that includes coverage of the federal funds within its scope. Non-federal entities other than commercial organizations that expend less than \$750,000 in total federal funds are exempt from federal audit requirements.
- I. That the Sub-Recipient/Contractor will repay CareerSourceFV amounts found not to have been expended in accordance with the Contract or disallowed in the final resolution of the audit report. The Sub-Recipient/Contractor shall repay such amounts from funds other than funds received under the Contract. CareerSourceFV may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs.
- J. The Sub-recipient/Contractor will adhere to the guidance for Commercial Organizations set forth in 48 CFR Part 31 if they are a for profit organization.

XI Submission of Invoices

Failure to submit invoices within thirty (30) days of the activity shall relieve CareerSourceFV of financial liability.

XII Liability for Damages and Disallowed Costs

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

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

XIII Applicability of Federal, State and Local Laws

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

XIV Hold Harmless

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

XV General Terms

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

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

- A. Be returned to CareerSourceFV within ten (10) days of the Sub-Recipient/Contractor's receipt; or
- B. The next cost reimbursement request from the vendor may be reduced by the refund amount.
- C. The Sub-Recipient/Contractor will adhere to and comply with CareerSourceFV's Complaint and Grievance procedures that have been approved by the State of Florida.
- D. In the administration of this Contract, the Sub-Recipient/Contractor shall comply with the Standards of Conduct issued in the Florida Statutes Sections 112.313

(Standards of Conduct for Public Officers and Employees of Agencies) and 104.31 (Political Activities of State, County, and Municipal Officers and Employees), as applicable.

- E. In the administration of this Contract, every reasonable course of action will be taken by the Sub-Recipient/Contractor in order to maintain the integrity of the expenditure of public funds.

SPECIAL TERMS AND CONDITIONS

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

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

II Civil Rights Certification

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

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

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

- E. Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities.
- F. The Age Discrimination Act of 1972, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities.
- G. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs in programs and activities.
- H. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

III Equal Employment Opportunity

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

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

IV Transparency Act Requirements

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

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

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

V Sub-Recipient/Contractor Supervision

Services and activities provided under this Contract shall be administered by or under the supervision of the Sub-Recipient/Contractor.

VI Fraud and Program Abuse

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

The submittal of false information may be considered as fraud and could result in the immediate termination of the Contract and/or prosecution. The Sub-Recipient/Contractor is liable for the repayment of funds that were paid by CareerSourceFV for reported performance or other compensation for services or expenses subsequently determined to be invalid. Repayment may be by deduction from subsequent invoices or in the form of a check for the amount owed if the program ended. Resolution should occur within thirty (30) days.

VII Theft or Embezzlement from Employment and Training Funds

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

VIII Health and Safety

The Sub-Recipient/Contractor for the duration of the Contract shall maintain appropriate standards for health and safety in work and training situations. Health and safety standards, including Child Labor Laws, established under State and Federal law, otherwise applicable to working conditions of participants. The Sub-Recipient/Contractor assures that appropriate standards for health and safety in work and training situations will be maintained. Where participants or employees covered under this Contract are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety. Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs shall be assigned to work in accordance with reasonable safety practices.

IX Further Assurance

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

X Complaints and Grievances

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

XXII. General Description of Workforce Delivery System

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

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

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

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

XXIII. Compliance with Acts relating to Work And Safety

The Sub-Recipient/Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act 940 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction agreements.

XXVII. Safeguarding Data Including Personally Identifiable Information (PII)

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

Recipient/Contractor/s will be performed in a manner consistent with applicable state and Federal laws.

The Sub-Recipient/Contractor agrees to take all necessary steps to protect such confidentiality by complying with the following provisions that are applicable in governing their handling of confidential information:

To ensure that such PII is not transmitted to unauthorized users, all PII and other sensitive data transmitted via e-mail or stored on CDs, DVDs, thumb drives, etc., must be encrypted using a Federal Information Processing Standards (FIPS) 140-2 compliant and National Institute of Standards and Technology (NIST) validated cryptographic module. The Sub-Recipient/Contractor must not e-mail unencrypted sensitive PII to any entity, including ETA or Sub-Recipient/Contractors.

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

- G. Access to any PII created by the ETA grant must be restricted to only those employees of the grant recipient who need it in their official capacity to perform duties in connection with the scope of work in the grant agreement.
- H. All PII data must be processed in a manner that will protect the confidentiality of the records/documents and is designed to prevent unauthorized persons from retrieving such records by computer, remote terminal or any other means. Data may be downloaded to, or maintained on, mobile or portable devices only if the data are encrypted using NIST validated software products based on FIPS 140-2 encryption. In addition, wage data may only be accessed from secure locations.
- I. PII data obtained by the Sub-Recipient/Contractor through a request from ETA must not be disclosed to anyone but the individual requestor except as permitted by the Grant Officer.
- J. The Sub-Recipient/Contractor must permit ETA to make onsite inspections during regular business hours for the purpose of conducting audits and/or conducting other investigations to assure that the Sub-Recipient/Contractor is complying with the confidentiality requirements described above. In accordance with this responsibility, The Sub-Recipient/Contractor must make records applicable to this Agreement available to authorized persons for the purpose of inspection, review, and/or audit.
- K. The Sub-Recipient/Contractor must retain data received from ETA only for the period of time required to use it for assessment and other purposes, or to satisfy applicable Federal records retention requirements, if any. Thereafter, the Sub-Recipient/Contractor agrees that all data will be destroyed, including the degaussing of magnetic tape files and deletion of electronic data.

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

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

Contractor: Case Management Inc.
Contract: Career Services
Program Year 2018-2019

Billing for the month of: APR

Cost Reimbursement	Budget
Staff Salaries and Fringe	\$1,358,617.74
Ticket to Work	\$48,329.63
Staff Travel	\$30,000.00
Staff Training	
Insurance	\$1,099.00
Telephone (Cell)	\$1,200.00
Vision H.R. Services	\$22,021.00
Accounting Services	\$150.00
Profit	\$111,803.27
Total Contract	\$1,573,220.64
Less 50%	-\$786,610.32
Total Cost Reimbursement	\$786,610.32

Requested	Adjustments	Payable
0		0
		0
		0
		0
		0
		0
		0
		0
		0
		0
\$0.00	\$0.00	\$0.00

Performance		# Units	
CareerSourceFV System Customer Satisfaction			
Customer Satisfaction - Job Seekers (local report)	\$33,037.63	12	\$2,753.14
Customer Satisfaction - Businesses (local report)	\$33,037.63	12	\$2,753.14
Employment			
WTP Participation Rate	\$23,598.31	12	\$1,966.53
WTP Employment Rate	\$23,598.31	12	\$1,966.53
WIOA Placement at Closure	\$16,518.82	12	\$1,376.57
WIOA Placement AD 2nd Qtr. After Exit	\$9,439.33	4	\$2,359.83

Goal	Actual	Met	Payable
83%	-	-	-
	-	-	-
50%	-	-	-
34%	-	-	-
90%	-	-	-
86%	-	-	-

WIOA Placement DW 2nd Qtr. After Exit	\$9,439.33	4	\$2,359.83	83.00%			
WIOA Placement AD 4th Qtr. After Exit	\$9,439.33	4	\$2,359.83	83.20%	–	–	–
WIOA Placement DW 4th Qtr. After Exit	\$9,439.33	4	\$2,359.83	79%			
WIOA AD Average Wage 2nd Qtr. After Exit	\$18,878.65	4	\$4,719.66	\$6,850.00	–	–	–
WIOA DW Average Wage 2nd Qtr. After Exit	\$18,878.65	4	\$4,719.66	\$6,850.00	–	–	–
ITA Expenditures - 36%	\$18,878.65	12	\$1,573.22	36%	–	–	–
Federal Measure - 90%	\$11,799.15	1	\$11,799.15	90	–	–	–

Total Performance **\$235,983.12** **\$43,066.91** **0.00**

Deliverables

			Monthly Draw	Requested	Adjustments	Payable
Internal Monitoring Results & Implementation	\$110,125.44	12	\$9,177.12	0		0
Data Integrity	\$110,125.44	10	\$11,012.54	0		0
Business Services Unit	\$110,125.44	12	\$9,177.12	0		0
Ticket to Work	\$82,594.08	12	\$6,882.84	0		0
SME Development	\$82,594.08	12	\$6,882.84	0		0
Staff Training	\$55,062.72	12	\$4,588.56	0		0

Total Deliverables **\$550,627.20** **\$47,721.02** **0** **\$0.00**

Total Requested **\$1,573,220.64** **\$0.00** **\$0.00** **\$0.00**
\$1,573,220.64

Contractor Signature _____

Date _____

Approved By _____

Date _____