

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 Blvd. Daytona Beach, Florida 32114, and Flagler County Public Schools and George Washington Carver Foundation, Inc. (hereafter referred to as Contractors), whose principal addresses are 1769 East Moody Blvd Bldg. 2, Bunnell, FL 32110.

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 1st, 2018 to June 30th, 2019. The CareerSourceFV may, at its option, and with the concurrence of the Contractors, continue this Contract beyond the initial contract period as referenced in the original Request for Proposals.
2. Under the terms of this Contract Extension, payment will be made on a cost reimbursement and performance basis upon receipt by CareerSourceFV of appropriate documentation.
3. For the performance of functions and the provisions of services under this Contract Extension, the Contractors will be paid in an amount not to exceed Two Hundred and Twenty Thousand and Four Hundred Dollars (\$220,400) or as amended. These costs are based on expenditures and performance as outlined in the Statement of Work and approved budget attached to this Contract Extension.
4. 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.
5. As a condition precedent, this Contract Extension is contingent upon the State of Florida receiving Temporary Assistance for Needy Families (TANF), and Workforce Innovation and Opportunity Act (WIOA) funds and the receipt of these funds by CareerSourceFV. CareerSourceFV is only a distributor of these funds and is not obligated further.
6. 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 as of the day and year first above written:

CareerSource Flagler Volusia

George Washington Carver Foundation, Inc.

Signature of Authorized Official

Signature of Authorized Official

Robin R. King
Typed Name of Authorized Official

Barbara Revels
Typed Name of Authorized Official

President/ CEO
Title of Authorized Official

George Washington Carver Foundation
Title of Authorized Official

Witness

Witness

Signature of Authorized Official

James Tager
Typed Name of Authorized Official

Superintendent Flagler Co. Public Schools
Title of Authorized Official

Witness

**Flagler County Public Schools &
George Washington Carver Foundation
(Contractor)**

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, young adult 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 to assist forty-five (45) Workforce Innovation and Opportunity Act (Opportunity Act) eligible young adults ages 16-24 who reside in Flagler County in achieving a positive transition to self-sufficiency. These eligible young adults shall be served in the geographical areas of Flagler County. This program will provide vocational assessment, employability and job skills training (including paid and unpaid work experience); assist with the transition into employment and/or post-secondary education, retention services and follow-up services for up to one year.

Program focus will be intensive case management and exploration of career pathways. Young adult participation may extend for more than twelve months based on Individual Service Strategy and active program participation. In addition, this Contract provides the provision to continue services for program participants enrolled previous to June 30th, 2018 who, because of the nature of the program's on-going enrollment, have not achieved successful completion and are still actively engaged in either educational or employability activities.

Under this Statement of Work, the Contractor will work with CareerSourceFV and their partners 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 Contractor 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 valuable and meaningful 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

- Implement career pathways by aligning the employment, training, education and support services that are needed by young adults 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 working with CareerSourceFV to create formal career paths to good jobs, reducing barriers to employment, and sustaining or increasing middle-class jobs.
- All staff, regardless of their roles within each program, must be experts not only in using the latest LMI tools (including but not limited to TORQ and O*Net), 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 and procedures of CareerSourceFV.

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

III. Objectives

CareerSourceFV and the provider of young adult services (hereafter referred to as Contractor) together will incorporate the objectives of the Opportunity Act by providing long term, year-round academic, work readiness (including paid and unpaid work experience) and occupational learning opportunities.

The Contractor, with CareerSourceFV and their young adult contractors are responsible for strategic planning and locating of resources available to the young adult population within Flagler and Volusia Counties. This team is charged with development of activities and community partnerships that are designed to remove young adult barriers to self-sufficient employment. These responsibilities will include:

- Creating a comprehensive young adult development system that coordinates services and resources, reduces duplication, closes services gaps and promotes collaboration.
- Actively networking with, and working alongside of, an array of public and community-based, young adult-serving organizations and young adult-friendly employers.
- Encouraging young people to access training, educational and employment opportunities within their community. This may include, but not be limited to, unpaid and paid work experiences, internships and apprenticeship opportunities.
- Decrease the number of “opportunity youth” through successful attachment to the labor market, entry into career pathways, increased education and/or paid work experience.
- Giving presentations to Career Center staff and adhere to CareerSourceFV policies and procedures to ensure the delivery of “quality” young adult services.
- Utilizing Faith Based Organizations and Community Based Organizations to ensure the most effective use of community resources for the young adult and their families.

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.

The objectives of this Contract include:

- Providing career exploration and guidance through paid and unpaid work experiences that have academic and occupational education as a component
- Enhancing basic educational skills and continued support for educational attainment
- Preparing young adults for post-secondary education concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster
- Provide financial literacy education
- Enhancing the citizenship and leadership skills of young adults
- Connecting employers with suitably trained job seekers
- Achieving CareerSourceFV Performance Standards.

IV. Contractor Responsibilities

Program Related Responsibilities:

- The Contractor is responsible for meeting the established objectives, measures and deliverables outlined in the statement of work.
- The Contractor is responsible for adhering to federal, state and local policies and procedures while operating this program.
- The Contractor is responsible for the outreach and recruitment of young adults. This outreach and recruitment may occur through referrals from the Flagler County Schools, Volusia County Schools, Department of Juvenile Justice, foster care agencies, Career Centers, community agencies and the community at large.
- If it is in the best interest of the young adults to obtain services elsewhere, the Contractor will make appropriate referrals. Final selection of young adult participants is the responsibility of the Contractor.
- The Contractor will also be responsible for serving CareerSourceFV young adult target populations: young adults with disabilities, young adults having present or past involvement with juvenile justice, young adults in or who have “aged out” of foster care, homeless and veterans.
- The Contractor is responsible for facilitating Opportunity Act eligibility determination for all young adults enrolled by gathering all of the appropriate documentation that CareerSourceFV’s designee will use for eligibility certification and maintaining accurate files in the electronic filing system (Content Central).
- The Contractor is responsible for ensuring that every young adult enrolled has developed an Individualized Service Plan (Career Plan). In addition, the Contractor is responsible for ensuring that all young adults complete academic testing even if they already have a High School Diploma/GED/Equivalent. The Contractor shall interpret all assessment results and ensure that they are incorporated into the young adult’s Career Plan. In addition, the Contractor will record and update the Career Plan including education, objective strategies, employment, needs, barriers and steps to self-sufficiency in the Employ Florida (EF) database system. Career Plans will be co-authored with the young adult, they shall receive a copy, and a copy shall be maintained in Content Central. The young adult’s Career Plan will be individualized to their needs based on research of Labor Market Information and the young adult’s Career Pathway.
- The Contractor is responsible for ensuring 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, credentials and job placements is scanned into CareerSourceFV's electronic record tracking system, Content Central.
- The Contractor will ensure that all data regarding activities, goals, measurable skills gains, credentials, and job placements is entered into the state tracking system and will adhere to CareerSourceFV's closure procedures.
- The Contractor will be responsible for providing comprehensive follow-up services to young adults for 12 months after they are closed and exit the program. The Contractor is responsible for entering follow-up data into EF as per CareerSourceFV's WIOA Program Follow-Up Guidance.
- The Contractor will serve carryover young adult from the previous year, only if those young adults are actively engaged, as mutually agreed upon, in educational or employability activities.
- The Contractor will participate with CareerSourceFV's integration of young adult services within the Career Centers to ensure that program participants are informed about the full realm of services offered through the Career Centers and work with Career Services staff to ensure a seamless transition to adult services as appropriate.
- The Contractor will provide young adults with opportunities to explore the benefits of financial management, engaging in healthy lifestyles that are free of alcohol and drug usage and academic skill building including adult basic education to assist in researching post-secondary education that is appropriate to their career goals.
- The Contractor will coordinate access to volunteer income tax assistance services through the Career Centers as available.
- The Contractor will approve and coordinate support services (including transportation and child care) in accordance with CareerSourceFV support service policies and procedures.

Work Experience Responsibilities:

The Opportunity Act requires that not less than 20% of young adult funds allocated to CareerSourceFV must be spent on activities supporting paid and unpaid work experience that have as a component academic and occupational education.

- The Contractor will incorporate work-based learning strategies and devote 20% of their budget to these initiatives. These work-based learning strategies will serve as important steps in the career development of the young adults, whether the desired outcome is employment in a career or enrollment in post-secondary education or advanced training. The Contractor will use job coaching and assessments of work-based learning success to help with the development of hard and soft skills of young adults participating. All work-based learning activities will be entered into the young adult's Career Plan.
- The Contractor will fulfill the role of Business of Record and coordinate payroll for young adults participating in paid work-experience activities.
- The Contractor, in partnership with CareerSourceFV, will monitor monthly, in a mutually agreed upon format, the 20% expenditures as it relates to the Contractors annual budget. This is to ensure that the 20% threshold is met.
- The Contractor will work with businesses in the development and structure of work-experiences that match the skills and interests of young adult participants and is identified as a step on their career pathway. Target businesses should be within the local targeted sectors identified by CareerSourceFV:

| | | |
|------------------------|---------------|---|
| Construction | Healthcare | Transportation Logistics & Distribution |
| Leisure & Hospitality | Retail | Business & Professional Services |
| Information Technology | Manufacturing | |

- The Contractor will work closely with the Business Service Representatives to ensure that all staff are well versed in the available business services to ensure an effective labor exchange. This will include, but not be limited to, participating in business services training, functional groups and outreach planning.
- The Contractor will track all interactions and services to businesses in the customer relations management tool, Salesforce. The Contractor will work closely with Business Service Representatives to ensure that business surveys are sent in accordance with local policy.

Operations/Staff Related:

- In ensuring an effective program, the Contractor will provide management of their program, provide facilities for programs, ensure confidentiality, maintain program compliance with Child Labor Laws, and designate a point of contact for dissemination of information from CareerSourceFV to contractor staff, as needed.
- The Contractor will ensure that all program staff attend trainings that will cover new and on-going initiatives, policies and procedures, as according to local policy.
- The Contractor will be responsible for reporting changes in program staff and staff that terminate employment to CareerSourceFV, prior to their termination date. 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 the termination of any of the referenced staff.
- The Contractor will provide liability and personal injury insurance to cover the program and to add CareerSourceFV as a third party beneficiary to the liability insurance and fidelity bond.
- 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 II) on all staff members including owners/presidents/managers and new hires.
- The Contractor will submit invoices within thirty (30) days of the achievement of negotiated benchmarks in the format prescribed by CareerSourceFV.

V. Responsibilities of the CareerSourceFV

CareerSourceFV will:

- Communicate issues and best practices 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 Labor Market Information reports.
- Provide, in accordance with this program, computer access to Contractor's staff upon receipt of computer and confidentiality agreements signed by Contractor's program staff.
- Pay invoices in accordance with CareerSourceFV's policy of paying within 30 days of receipt of appropriate documentation with invoice.

- Provide technical assistance on policies, legislative requirements, including formats for required reports and invoices as well as other technical assistance needed for a successful program.
- Supply local program policies and transportation procedures.
- Evaluate and make recommendations regarding the performance of programs and contracts.
- Notify the Contractor of available modules for staff certification along with deadlines.
- Monitor program status and assist in developing corrective action strategies.
- Certify eligibility of Opportunity applicants through CareerSourceFV designee.
- Write and disseminate local policy in response to local, state and federal legislation and CareerSourceFV's Board of Directors requirements.

VI. Payments and Payment Plan

The Contractor will be paid a maximum of \$ 220,400.00 under this Contract in accordance with the budget attached to this Statement of Work.

Invoices must be submitted for payment within thirty (30) days of the achieved benchmark for performance payments in order to insure payment. Invoices submitted beyond thirty (30) days may not be paid in accordance with Attachment II, Terms and Conditions.

Cost Reimbursement

Under the terms of this Contract, payment may be made on cost reimbursement basis in an amount not to exceed \$110,200.00 and not to exceed thirty-three percent (33%) or \$36,366.00 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 \$110,200.00 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 \$44,080.00.

Monthly payments will be earned for meeting the Out-of-School Youth Diploma Rate of 70% and Paid Work Experience based on whether the targeted percentage is on track to being met for the program year. The monthly amount available to be earned will not exceed \$1,285.67.

Quarterly payments will be earned for Retention Second Quarter after exit based on the target of 80%. Retention Fourth quarter after exit will be earned based on the target of 80%. Business satisfaction survey based on the target of 85%. The combined quarterly amount will not exceed \$5,510.00.

An annual payment will be earned by the contractor at the end of the program year based on the most recently received WIOA Federal Performance results the most recently received WIOA Federal Performance results reported to CareerSourceFV by the State Department of Economic

Opportunity. The Contractor will be held to the same youth measures negotiated by CareerSourceFV with the State. This annual amount will not exceed \$2,204.00.

These measures may be adjusted by CareerSource Florida for the PY18-19. Any adjustments will be relayed to the contractor.

| Benchmark Measure | Budget | # of units | \$ per unit |
|--|------------|------------|-------------|
| Customer Satisfaction – Young Adult (local report) | \$4,408.00 | 2 | \$2,204.00 |
| Business Satisfaction – Young Adult (local report) | \$4,408.00 | 4 | \$1,102.00 |
| Federal Performance | \$2,204.00 | 1 | \$2,204.00 |
| Out of School Diploma Rate (70%) | \$8,816.00 | 12 | \$734.67 |
| Paid Work Experience | \$6,612.00 | 12 | \$551.00 |
| Retention Second Quarter (80%) | \$8,816.00 | 4 | \$2,204.00 |
| Retention Fourth Quarter (80%) | \$8,816.00 | 4 | \$2,204.00 |

Definitions of Payable Measures:

Customer Satisfaction (Young Adult) – CareerSourceFV will conduct a customer satisfaction survey directly or through a contracted designee. This benchmark will be completed semi-annually (December 31 and June 30). The rate for this benchmark is 90% satisfaction rate.

Business Satisfaction (Young Adult) - CareerSourceFV will conduct a Paid Work Experience business satisfaction survey directly or through a contracted designee. This benchmark will be completed quarterly. The rate for this benchmark is 85% satisfaction rate.

Federal Performance Measures – 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 measures include the Youth Education Rate (young adults employed, in post-secondary education, or in the military during the second quarter after exit) and the Youth Retention Rate (young adults employed, in post-secondary education, or in the military during the fourth quarter after exit). The Contractor will be held to the same youth measures negotiated by CareerSourceFV with the State.

Out-of-School Young Adult Diploma or Equivalent Rate- Total number of Contractor's out-of-school participants will be closed successfully with a high school diploma or its equivalent. The rate for this benchmark is 70%.

Paid Work Experience – 20% of WIOA funds are to be used on Paid Work Experience (PWE). The Contractor will partner with CareerSourceFV to develop and implement the PWE program for the young adult. PWE will have an academic and occupational education as a component of the work experience. The Contractor will be solely responsible for engaging businesses, completely all work experience paperwork and paying participant wages. The Contractor will work closely with the Business Services Department to ensure that business relationships are accurately recorded in Salesforce and that businesses are satisfied with the services received. The Contractor must track within each quarter the amount of WIOA funds that are expended and meet the mutually agreed upon threshold of expenditures.

Second Quarter Retention – Percentage of young adult exiters who were employed, in post-secondary education, or in the military during the second quarter after exit. This benchmark is 80%.

Fourth Quarter Retention – Percentage of young adult exiters who were employed, in post-secondary education, or in the military during the fourth quarter after exit. This benchmark is 80%.

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

Changed to billable period

| |
|---|
| 100%+ of goal met at the end of the billable period |
| 90%-99% of goal met at the end of the billable period |

Performance measures of both Business Satisfaction and Customer Satisfaction are not eligible for any payment unless the measure is met at 100% at the time of reporting.

The performance criteria (listed above) are predicated on the state of the current local economy. Should the economy change significantly, both parties reserve the right to re-negotiate these standards.

Fixed Cost Deliverables

Fixed cost deliverables totaling \$66,120.00 will be earned in twelve (12) equal monthly payments of \$5,510.00. These payments will be reconciled at the end of each month against the deliverables scheduled for completion.

| Deliverables | Value | Monthly Draw |
|--|--------------|---------------------|
| Staff Training | \$6,612.00 | \$551.00 |
| Case Management supporting Career Pathways | \$13,224.00 | \$1,102.00 |
| Job & Life Skills Training | \$13,224.00 | \$1,102.00 |
| Work Based Learning | \$13,224.00 | \$1,102.00 |
| Support of CareerSourceFV's Business Model | \$13,224.00 | \$1,102.00 |
| Success Stories | \$6,612.00 | \$551.00 |

Definitions for Career Center Deliverables:

Staff Training – Together the Contractor, as well as CareerSourceFV, will compile an ongoing list of training topics that will benefit both the young adults and front line staff. These staff trainings may be presented by CareerSourceFV or may be presented by an outside source. Trainings will take place as needed and may include more than one in a month. Examples of these trainings include but are not limited to: Using Innovative Technology in the Classroom, Gang Violence, Juvenile Justice System, Substance Abuse/ Youth Drug of Choice, Time Management, Case Management, Policies and Procedures, Criminal Background Screens, Trauma Informed Care, Foster Care System, etc. Contractors will adhere to CareerSourceFV Staff Development Policy. Contractors are encouraged to introduce topics as needed; all efforts will be made by CareerSourceFV to meet the needs and requests of Contractors.

Case Management Supporting Career Pathways – Contractors will provide a comprehensive provision of services to young adults that is client centered, goal oriented and assesses the needs of each participant individually. These services will incorporate educating and building services for young adults in an individual manner that results in clear career pathways for each young adult. Related to successful case management is the ability to maintain accurate client

records in both EF and in CareerSourceFV's electronic filing system. It is the responsibility of the Contractor to follow CareerSourceFV policies/procedures relating to case management (including case notes, Content Central record keeping and timeliness, etc.)

Job & Life Skills Training – Contractors will provide ongoing workshops to young adult participants that will increase the young adults' success in both their professional as well as personal lives. These workshops will include topics that address necessary Job and Life Skills. The presentation and topics will be provided by the Contractor and may vary from provider to provider. The needs of the young adults identified through case management will dictate the topics presented and the Contractor will add and eliminate workshop topics as needed. The delivery of these workshops will incorporate technology as an additional delivery source to better engage the young adults.

Work Based Learning – WIOA emphasizes the needs of work based learning for young adults to develop both hard job related skills as well as soft skills. The Contractor will help to prepare young adults to participate in PWE as one avenue to help better prepare them for successful employment as well as career development. This will include a clearly developed work experience program that provides the young adults with a clear career path to be successful in a work based learning environment.

Support of CareerSourceFV's Business Model – The Contractor will support CareerSourceFV's move to a Business Driven approach by actively participating in implementing a meaningful work experience and internships within the identified sectors. This includes supporting CareerSourceFV's goal to promote systemic change that achieves ongoing benefits for the sectors and facilitate education and growth of workers and the workforce within the community. This may include participating in business focused functional groups that support this change.

Success Stories – Each month the Contractor will provide to CareerSourceFV two success stories of participants from their young adult programs. This may include, but not be limited to, gaining employment, earning a high school equivalent diploma, or meeting a major goal established in their individual career plan.

In accordance with cost allocation principles, this contract will be charged according to the share of time employees charge directly to the contract. All contractors with multiple contracts will be required to submit time sheets or payroll records with their monthly cost reimbursement billing as backup documentation for employees who work directly on this contract. Indirect costs allocated to this contract must be in accordance with the contractor's cost allocation plan. Documentation of the cost allocation must be included in all invoices.

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

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 affected by either party by the delivery of a Notice of Termination by a certified letter to the other party specifying the extent to which the performance of work under the Contract is terminated and the date upon which such termination becomes effective.

- E. Certified and other mail related to contractual obligations will be sent to the following parties:
- 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 ensure 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 ensure 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.

XXIV. 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.

XXV. 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.

XXVI. Identification Numbers

The Federal Award Identification Number (FAIN) is AA-30737-17-55-A-12

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|---|--------------------|----|----|----------|
| Customer Satisfaction - Youth (local report) | \$4,408.00 | 2 | \$ | 2,204.00 |
| Customer Satisfaction - Business (local report) | \$4,408.00 | 4 | \$ | 1,102.00 |
| Federal Performance | \$2,204.00 | 1 | \$ | 2,204.00 |
| OSY Diploma Rate (70%) | \$8,816.00 | 12 | \$ | 734.67 |
| Paid Work Experience | \$6,612.00 | 12 | \$ | 551.00 |
| Retention 2nd Qtr. after Exit | \$8,816.00 | 4 | \$ | 2,204.00 |
| Retention 4th Qtr. after Exit | \$8,816.00 | 4 | \$ | 2,204.00 |
| 13RTS2 Total Measures | \$44,080.00 | | | |

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| Deliverables: | | Monthly Draw | |
| Staff Training | \$6,612.00 | \$551.00 | |
| Case Management supporting Career Pathways | \$13,224.00 | \$1,102.00 | |
| Job & Life Skills Training | \$13,224.00 | \$1,102.00 | |
| Work Based Learning | \$13,224.00 | \$1,102.00 | |
| Support of CareerSourceFV's Business Model | \$13,224.00 | \$1,102.00 | |
| Success Stories | \$6,612.00 | \$551.00 | |
| 13RTS3 Total Deliverables | \$66,120.00 | \$5,510.00 | |

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Total Billing **\$220,400.00**

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