



Executive Committee
College of Central Florida
Enterprise Center, Suite 206
Ocala, FL

AGENDA

Thursday, January 23, 2020 – 1:30 p.m.

<http://careersourceclm.adobeconnect.com/executive1-23-2020/>

Conference Call: 1-866-848-2216 – after prompt, enter code 5355193397#

Call to Order		R. Riley
Roll Call		C. Schnettler
Approval of Minutes, December 11, 2019	Pages 2 - 3	R. Riley

DISCUSSION ITEMS

None

ACTION ITEMS

Eckerd Budget Modification	Pages 4	D. French
YouthBuild Grant Acceptance	Pages 5	D. French
Work Based Training Policy	Pages 6 - 29	D. French
CSNCFL Contract with Alachua County	Pages 30 - 94	R. Skinner

PROJECT UPDATES

None

MATTERS FROM THE FLOOR

ADJOURNMENT

2019 – 2020 MEETING SCHEDULE

Business and Economic Development	Performance/ Monitoring	Marketing/ Outreach	Career Center	Executive	Full Board	
All committee meetings are held at the CF Ocala Campus, Enterprise Center, Room 206						
Thursday, 9:00 am	Tuesday, 9:00 am	Wednesday, 9:00 am	Thursday, 9:30 am	Wednesday, 9:30 am	Wednesday, 11:30 am	
2/6/2020	1/14/2020	2/12/2020	2/20/2020	3/4/2020	3/11/2020	CF Lecanto
5/14/2020	5/5/2020	5/13/2020	5/7/2020	5/27/2020	6/3/2020	CF Ocala

OUR VISION STATEMENT

To be recognized as the number one workforce resource in the state of Florida by providing meaningful and professional customer service that is reflected in the quality of our job candidates and employer services.



**CAREERSOURCE CITRUS LEVY MARION
Executive Committee**

MINUTES

DATE: December 11, 2019
PLACE: College Of Central Florida, Enterprise Center, Building 42, Ocala, FL
TIME: 9:00 a.m.

MEMBERS PRESENT

Kathy Judkins
Kimberly Baxley
Rachel Riley
Pete Beasley
Ted Knight

MEMBERS ABSENT

Albert Jones
Charles Harris
Fred Morgan

OTHER ATTENDEES

Kathleen Woodring, CSCLM
Rusty Skinner, CSCLM
Dale French, CSCLM

Cira Schnettler, CSCLM
Laura Byrnes, CSCLM
Robert Stermer, Attorney

CALL TO ORDER

The meeting was called to order by Rachel Riley, Chair, at 9:00 a.m.

ROLL CALL

Cira Schnettler called roll and a quorum was declared present.

APPROVAL OF MINUTES

Kim Baxley made a motion to approve the minutes from the December 4, 2019, meeting. Pete Beasley seconded the motion. Motion carried.

DISCUSSION ITEMS

None

ACTION ITEMS

CareerSource North Central Florida (CSNC) Update

Rusty Skinner stated that he and Kathleen met with Chair Tate of CSNC and Alachua county officials. An interim funding process has been created between the County and the CSNC Board to pay invoices that have been approved by the DEO. DEO has been very supportive of CLM transitioning as the interim administrative entity (AE). Attached is the conceptual approach, as well as the proposed budget, and a list of all of the items

needed to fully understand the scope of operations. Alachua County is working closely with Bradford County to approve an amendment to the current Inter-Local Agreement to give permission for Alachua County to contract with CLM. Potentially, a preliminary contract would be created to begin the transition, which would end on January 31. After completing a comprehensive review of needs, a finalized contract would go through June 30, 2020, which will then be reviewed to see if an extension is necessary. Rusty Skinner stated that CLM has assisted other regions in the past and is confident of a successful outcome assisting Region 9 with cooperation and support from the CSNC board, Alachua and Bradford BOCC's, DEO and CareerSource Florida.

Ted Knight approved moving forward with the staff recommendations outlined on the Action Sheet. The motion was amended to state that the contract with Alachua County be defined for a period ending on June 30, 2020, then be reviewed for a potential extension and that the contract contain language that CareerSource CLM is only responsible for services going forward and will bear no responsibility for past activities of the administrative entity. Pete Beasley seconded the motion with stated amendments. Motion carried.

PROJECT UPDATES

None

MATTERS FROM THE FLOOR

None

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:48 a.m.

APPROVED:



RECORD OF ACTION/APPROVAL

**Executive Meeting
Thursday, January 23, 2020**

TOPIC/ISSUE:

Eckerd Budget Modification

BACKGROUND:

Additional funds are available to expand our youth services program this program year. We are proposing to increase the annual contract budget with Eckerd Connects to continue the Phoenix Rising training program in Citrus County developed around the core elements of the YouthBuild program. This program would be a 12 week work experience opportunity for young adults in Citrus County that will assist Habitat for Humanity of Citrus County in the construction of affordable housing. The program will train 10 young adults. The budget modification also includes funds for formula youth to supplement the YouthBuild grant, and includes funds to begin the next round of YouthBuild activities.

POINTS OF CONSIDERATION:

Citrus County Phoenix Rising

Budget Summary CFDA# 17.259

Operating: \$ 68,352

Work Ex.: \$ 49,500

Participant: \$ 51,153

Total: \$169,005

Locally Funded YouthBuild Staffing – Success Mentor Position

Budget Summary CFDA# 17.259

Salary: \$19,617

Fringe: \$ 8,457

Indirect: \$ 4,147

Total: \$32,221

YouthBuild

Budget Summary CFDA# 17.274

Staff: \$ 25,734

Operating: \$ 21,710

Participant: \$ 84,160

Total: \$131,604

STAFF RECOMMENDATIONS:

Approve modification to the existing Eckerd budget.

COMMITTEE ACTION:

BOARD ACTION:



RECORD OF ACTION/APPROVAL

**Executive Meeting
Thursday, January 23, 2020**

TOPIC/ISSUE:

Acceptance of YouthBuild grant award.

BACKGROUND:

Last fall we submitted an application for the next round of YouthBuild funding. The grant application was in the amount of \$740,737. This is a 40 month grant and will serve 48 young adults and will result in the construction of four homes in partnership with Habitat for Humanity.

POINTS OF CONSIDERATION:

We were notified on December 16, 2019 that we were selected as one of the 67 projects selected nationwide.

STAFF RECOMMENDATIONS:

Approve acceptance of the YouthBuild grant.

COMMITTEE ACTION:

BOARD ACTION:



RECORD OF ACTION/APPROVAL

**Executive Meeting
Thursday, January 23, 2020**

TOPIC/ISSUE:

Work Based Training Policy Overview

BACKGROUND:

We have been working to strengthen our work based training programs since last fall. It is our desire to provide clear direction and expectations for our programs. In doing such it was decided to create an overarching policy that fully describes each work-based learning component we offer, the expectation of the program, and general guidelines for each of the programs. We will retain individual policies for the specific programs that include full step by step procedures to develop and execute a work-based training agreement.

POINTS OF CONSIDERATION:

This policy will not supersede existing policies, but will act as a guide to help staff navigate the many work-based training options we can use.

STAFF RECOMMENDATIONS:

Approve addition of OPS-83 Work Based Training Overview to our local policy catalog.

COMMITTEE ACTION:

BOARD ACTION:



POLICIES AND PROCEDURES

SECTION: Program Operations	POLICY #: OPS-083	PAGE 1 of 23
TITLE: Work Based Training Overview	EFFECTIVE: 12/01/2019	
REPLACES: N/a		Dated: N/A

DISTRIBUTION: CareerSource Citrus Levy Marion staff and Service Providers

PURPOSE:

To provide policy and overviews of procedures to assist in the administration of numerous Work Based Training options that are available to our local employers and career seekers through the Workforce Investment and Opportunity Act (WIOA) and through the Temporary Assistance for Needy Families (TANF). Within these different funding sources are a variety of strategies to assist in training for career seekers and employees. We have locally branded these strategies as Custom Business Training (CBT). We use this term as a means to not confuse the employers as to the many different options available. For purposes of professional discussions amongst staff, recognizing the difference in legislative intent, staff will now refer to each Work Based Training (WBT) option by the title listed below. This policy shall serve as a handbook and provide guidance on the special specifications of each type of WBT options and includes any special eligibility determination, contract requirements, funding priorities and disbursement of funds. Specific details and the forms and procedures exist within specific policy for each option and will also be used to manage special state and federal grants involving WBT programs.

POLICY:

Work Based Training includes the following options:

On-the-job Training (OJT)	WIOA 680.700	5
Customized Training	WIOA 680.760	12
Customized Training for Employed Worker	WIOA 680.770	13
Incumbent Worker	WIOA 680.780	15
Work Experience	WIOA 680.180	19
Transitional Jobs	WIOA 680.190	19
Community Based Work Experience	TANF	20
Internships	WIOA 680.180	21

The purpose of WBT is to provide participants an opportunity to develop employability skills, acquire job specific knowledge and gain work experience in an area that helps prepare them for self-sufficient employment. WBT must be in a demand occupation that is listed on our area targeted occupation list (ATOL) or the State targeted occupation list (OPS 28), or be an occupation that is part of our sector based strategy within the following industries: Manufacturing, Logistics and Transportation, Healthcare, Construction and Information Technologies, Retail and Hospitality. There are instances where a specific occupation may not be included in any of the above, but training in that occupation will provide the necessary skills needed to be employed in a different in-demand occupation. Under these circumstances, approval may be granted on a case by case basis with case notes to describe in-demand linkage and included as part of the customers ISS. Any additions to the ATOL must be approved by the Board. Occupations or job types that are not suitable for WBT are:

1. Based on commission
2. Seasonal in nature
3. Less than full-time (32 hours)

All training needs to be developed with the participant and be a part of a full service strategy. This service strategy is developed jointly by the participant and the career center staff, and is based on career planning and the results of the objective assessment.

Case notes must include the following:

1. How and why WBT will meet the participants needs
2. How this activity is the best activity based on the assessment
3. Provide individualized short and long-term goals
4. The name of the employer
5. Specific responsibilities of staff, employer and participant
6. What is needed in support services or other activities to enhance the WBT

Basic Business Eligibility

1. Be in operation or expanding current operations in Citrus, Levy or Marion Counties or be in operation or expanding current operations outside of the three county area if the business hires and commits to training individuals from the CSCLM area;
2. Have a Federal Employer Identification Number (FEIN);
3. Have at minimum three (3) full time employees that are not considered corporate, owners or partners of the business
4. Be current on all federal, state and local tax obligations;
5. Have the ability to pay for the training in advance and be reimbursed by CSCLM upon successful completion (see Section V, subpart A for additional details);
6. Be registered and post open positions through Employ Florida or our local employer portal.

7. The total of contracts with businesses that are owned by, or are managed by a Board member, or a relative of a Board member that exceed \$25,000 as a yearly limit will require approval from the CEO, a two-thirds (2/3) vote of the board and must be forwarded to CareerSource Florida, Inc.

Ineligible Businesses are those that:

1. Do not meet the guidelines above; or
2. Have relocated and that relocation resulted in loss of employment for any employee at the original location. This business cannot receive funds for 120 days after the commencement of the establishment's relocation; or
3. Are a labor union (does not apply to union representation); or
4. Are training providers applying on behalf of a business (should refer business directly to CSCLM).

Staffing Contract is used for the time and wage payments of work experience and internship agreements. Time records are provided by the employer (the site that conducts the actual training) to the staffing agency, which provides bi-weekly payment processing to the participant based on hours worked. The staffing agency provides payroll processing for CSCLM and in no part is related to the training. All training agreements are between the CSCLM and the employer where the actual training is being conducted.

Contracts with CSCLM Board Members

Contracts with CSCLM Board Members for employment and/or training grants will be reviewed by the CSCLM's Executive Committee prior to the start of any requested services. The Board action item must include a description of the training, the need for the training, skills to be obtained, the overall cost, estimated cost per person, and the number to be served.

Every year a blanket contract for up to \$25,000 will be submitted for each board member that has or believes they will do business with us for training purposes. Once approved, reporting to the board will be executed and includes the information above. This assists in expediting the training contract process.

Any training grants or cumulative yearly amounts that exceed \$25,000 for a Board member must follow the above process and also be approved by CareerSource Florida and the Department of Economic Opportunity.

Under the Accountability Act (s.445.007(11), F.S.), a contract under \$25,000 between a regional workforce board and a member of that board or between a relative, as defined in s. 112.3143(1)(b), of a board member or of an employee of the board is not required to have the prior approval of CareerSource Florida, Inc. but must be approved by a two thirds vote of the board, a quorum having been established, and must be reported to the Department of Economic Opportunity and CareerSource Florida, within 30 days after approval.

Training Type	Description
On-the-job Training (OJT)	The business hires the participant after a contract has been signed, and provides training through a specified training plan. Business retains participant who successfully completes training.
Customized Training (CT)	Used by business to meet training needs through talent pipeline development. Contract with training provider to develop and deliver training in a classroom setting. Business commits to hiring participants who successfully complete or if already employed to keep and increase their wage.
Incumbent Worker (IW)	Used by business to upskill existing employees for the purpose of retention, lay off diversion, or competitiveness of employer. 20% limitation. Not included in performance.
Work Experience (WE)	Used by CSCLM to assist career seekers in learning basic skills and soft skills in order to obtain employment.
Internships	Assists career seekers in obtaining experience in specific occupational skill areas or industry sectors that is needed for gaining employment.
Transitional Jobs	Assist job seekers who have barriers to employment beyond needing experience along with a comprehensive career development plan and support services.
Community Based Work Experience (CWEX)	Used to provide countable hours for WTP customers who are receiving cash.

On-the-Job Training Option Specifics

OJT is conducted by public, private not-for-profit and private for-profit businesses. OJT is a proven, evidence based strategy that provides reimbursements to employers for the costs associated with skills upgrading and loss of production for the training of hiring new employees.

OJT is an “earn and learn” employment model where eligible participants may upgrade, retool and increase skills. OJT is used to train new employees on skills that they are lacking for a position or to train existing employees on skills needed for a new position.

OJT is used as a strategy within a participant's career plan. The participants must be eligible for WIOA as an *Adult, Dislocated Worker, and Youth* or be an active TANF participant.

OJT can also be used for employed workers when:

- The employee is not earning a self-sufficient wage or wages comparable to or higher than wages from previous employment
- The OJT relates to the introduction of new technologies, new procedures,
- Upgrading to new position that requires additional skills

Participating businesses will receive a 50% reimbursement of the wage rate of the participant. This reimbursement can be raised to 75% for the following demographics:

- Veteran
- Individual with a disability
- Welfare Transition participant
- Homeless
- Criminal Offender

A. Developing the Training Plan

The OJT training plan is developed following an assessment and ISS for a participant in which the participant has selected the occupation being advertised or is available by the company.

A review of the skills needed for the position will be conducted by the business development staff, using both the job description and information from O*Net.

Staff will then assess the participant regarding their capacity to understand and use the skills listed. Review of skills listed on resume, skill listed in O*Net for past occupations on resume and descriptions from participant are all helpful in determining a skills gap.

Any gaps between what the participant is able to do or has experience doing and the listing of skills will be the beginning of the training plan and will be listed in the OJT contract.

Staff will develop the amount of time it takes to learn each skill set with the employer based on their experience in training employees. These hours to completion/competency will be included in the training plan for each skill listed.

B. Duration of the Training Plan

Traditionally, OJT is limited to a maximum of six (6) months or 1040 hours. However OJT can be approved past 6 months if training is highly technical or due to the academic skill level of the participant. Training up to 12 months is allowable to support apprenticeships and other extenuating circumstances. In our region, anything longer than 6 months must be approved by the Operations Director or the Executive Vice President. The length of the training should take into consideration the length of time needed for a participant to become proficient in the occupation. The rationale for the training duration may also take into account:

- A Participant's disability including the need for accommodations, and
- The program's available funding

In order to provide a guideline for the ordinary and usual amount of time necessary to train in a specific occupation, the industry has used the Specific Vocational Preparation (SVP) Code. SVP codes are easily found in O*Net and the Dictionary of Occupational Titles. SVP codes are used as a baseline for determining the duration of the agreement. The actual training hours will be adjusted based on the determined skill gap and other factors as discussed earlier. The chart below is to be used as a baseline reference.

SVP Code	Estimated Hours
1	160
2	240
3	320
4	500
5	640
6	800
7	960
8	1040

C. OJT Business Requirements

1. Meets the general business requirements as noted in page 1.
2. It is expected that the business will keep the participant employed past the training period and will have maintained the employee through the participants 12 month follow-up period.
3. The position will not displace any current employees, including partial displacement, including a reduction in hours of non-overtime work, wages or employment benefits. (683.270)
4. We cannot provide OJT to a company who has relocated to our area and as a result jobs were lost at the original site, for the first 120 days of commencing their operations.
5. Insure that the training is conducted in a site that is safe, sanitary, and not hazardous or dangerous conditions.
6. Provide the OJT trainee with an orientation that includes, at a minimum: the businesses expectations for the OJT, policies or rules of the business, explanation of medical and other benefits, safety information and training. (This orientation will not be part of the reimbursable training plan).

7. Must be able to provide fulltime work (minimum of 30 hours per week is allowable but only for high paying positions that will fully support the participant.); equipment and materials necessary for the job; and sufficient supervision for training.
 - i. Exceptions to fulltime employment can be made on a case by case basis for TTW participants.
 - ii. Exceptions can be made to purchase some tools for the participant. If this is done, the tools will remain the property of the participant and not the business.
8. It is important that the business is not exhibiting a pattern of failing to provide OJT trainees with continued long-term employment with wages, benefits, and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.
9. Certify that no member of the OJT trainee's immediate family is engaged in an owner or major stockholder capacity for the business, or will directly supervise the OJT trainee.
 - i. Immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters, decree of court, or person bearing the same relationship to the OJT trainee's spouse

D. Insuring Suitability for the Participant

The participant must meet the current eligibility criteria as defined in WIOA and or WTP. An approved assessment tool must be conducted along with the development of an Employment Plan with the participant to identify skill gaps and ensure that an OJT is an appropriate activity. The participant should express an interest in the area of training and possess the ability and aptitude to learn the skills offered by the OJT.

Suitability is established when an OJT opportunity aligns with a customer's existing skill set or educational background and the customer is deemed to have the core competencies to be successful in the position and likely to attend and complete all training based on current needs and barriers. The assessment will be used to identify needs, barriers and skill gaps.

It is imperative that throughout the process of developing the OJT agreement, staff continue to insure that the OJT will create a positive outcome. If at any time this becomes questioned, staff must take the concern to management and either adjust the training or look for other options for the participant after notifying the business of the need to stop the process.

There are occasions when a participant may participate in more than one OJT if the first OJT should fail due to no fault of the participant. The provisions outlined below should apply:

1. The new agreement with a different business is for upgraded skills or a different position but is related to the first position in terms of career path and skills.
2. The approved training hours for the second OJT agreement will be re-evaluated based on training received in the first OJT and will be reduced by the hours of learned content.
3. No participants will be allowed to participate in more than two (2) OJT agreements unless plant closures or layoffs occur that are out of the control of the applicant

and occur in progression. Any additional agreements must be approved by the Director of Operations or the EVP.

E. Reverse Referral

A reverse referral occurs when an individual is referred to the career center from the business that has an opening and wishes to assess and determine if the individual meets the employer's hiring requirements. It is important that the employer has not already made a hiring decision prior to us insuring eligibility and suitability of the individual for OJT. We can continue and develop an OJT for an individual who has been referred by the employer only when:

1. The individual progresses through the intake process in the same manner as any other career center customer and meets requirements for eligibility and suitability;
2. The completed EDP indicates training is necessary for the individual to perform the work associated with the position for which the employer has an opening;
3. The employer meets all of the eligibility requirements under this policy; and
4. The employer provides assurance that the individual has not previously been employed by the employer in the same or similar position.

F. Process

An OJT opportunity may be developed by a career center staff or as a result of an employer's inquiry.

1. The interested business must submit the following documentation:
 - a. Online OJT Questionnaire (or form FM-CS-111);
 - b. An updated Form W-9 if a current copy is not in the businesses electronic file and;
 - c. Copy of the signed Contractor Disclosure and Certification
2. Staff will meet with the business on-site and explain the parameters of the OJT program. Staff will tour the business, see the operation of the position, review the position description with the business representative, and review the site to insure the site appears to be clean and safe.
3. Staff will ensure that participant wages are equal to those similarly employed by the employer and communicate the expectation that the participant will continue working after the OJT contract ends. They must also receive compensation and benefits that are commensurate with their job performance and in alignment with other workers. CSCLM must ensure that training funds **are not** utilized to pay for the following:
 - a. Paid or unpaid holidays;
 - b. Sick Leave;
 - c. Vacation;
 - d. Overtime hours;
 - e. Fringe benefits; and/or
 - f. Work performed outside the OJT contract.
4. Staff will determine eligibility and suitability of interested participants and will work together with the business to select the most suitable candidate(s) for the OJT position.
5. Staff will insure that an active job order is in the Employ Florida (EF) and that all referred candidates have been given a referral to the order.

6. Staff will complete all appropriate program forms and submit the OJT application package to management for approval and signature(s). The following documentation will be in each OJT packet:
 - a. A copy of the OJT agreement
 - b. An assessment of the individual's skills identifying the skill gaps that will be addressed during training
 - c. A copy of the individualized training plan broken down by specific skill sets and hours needed to attain individually. This training plan must be signed by the participant and by CSCLM prior to the execution of the contract.
 - d. A printout from the O*Net website to establish the baseline SVP code.
7. Staff will notify the business of the final decision. If approved, a copy of the OJT agreement will be executed by both parties, signatures may be completed electronically or with a facsimile, one (1) original will be provided to the business and one (1) will be maintained by CSCLM.
8. A copy of the agreement will be scanned to:
 - a. Finance Bookkeeper
 - b. Trainee customer's electronic file along with detailed case notes
 - c. Business customer's electronic file along with detailed case notes
9. The original OJT contract will be sent to the Director of Operations.
10. Coordinating staff will establish a budget in the financial tracking software under the appropriate funding stream. Purchase Orders will be issued with each monthly reimbursement request. Staff will hand deliver the first reimbursement check and the last check in order to provide excellent customer service, follow up on the implementation of the training plan, and to talk with the customer and employer to insure satisfaction from both. These visits will be documented in EF on both the customer side and the employer side and will include the date of the visit, the name of the staff member, and the outcome of the visit. This same follow up will be conducted via the phone or e-mail during the other months with both the customer and the employer. All follow-up will be documented in EF for both the customer and the employer.
11. All details of the OJT Agreement must be entered on the established OJT Agreement Tracking spreadsheet/Access database, and in Salesforce.
12. It is expected that once the customer has been determined suitable and the employer is approved, this process shall not exceed seven (7) business days.

G. Participant and Business Electronic Files

The following documents are required to be maintained in the participant and business file:

Documents	Participant	Business
Program Checklist	X	
Business Checklist		X
Current W-9 within 12 months		X
Contractor Disclosure and Certification		X
Assessments Identifying OJT as appropriate	X	
Eligibility Documentation	X	
Training Plan	X	X
OJT Agreement	X	X
Any OJT Modification of contract or Training Plan	X	X

Copies of time sheets, pay information, vouchers		X
Monthly Training Status Update	X	X
Worksite Visits and Follow-up	X	X
Final Progress Review and Certification	X	X

H. Processing Payments

Staff will send the business a copy of the **OJT Invoice** (FM-CS-045) and the **Monthly Training Status Update review** (FM-CS-056) each month. The business will return:

1. Signed Invoice
2. Completed Monthly Training Status Update
3. Official copy of the customer's monthly payroll payment(s). A detailed check stub or payroll register are preferred. This documentation shall include:
 - a. Total hours worked
 - b. Total compensation paid
 - c. Evidence of wage tax obligations being paid

The completed invoice and purchase order must be submitted to the appropriate management staff for review and approval prior to submitting to the Finance Department for payment. Instruct whether the check is to be held for pick-up or mailed.

The final payment is conducted the same way as detailed above except that the **Final Progress Review and Certification (FM-CS-055)** is provided with the invoice.

I. Agreement Closure

OJT agreements are not considered to be complete and closed until the final reimbursement cycle has occurred and the OJT Final Review and Certification has been received and uploaded to the customer and business electronic file. Once closure has occurred it is the responsibility of the staff coordinating the OJT process to update the OJT Agreement Tracking spreadsheet and Salesforce. This spreadsheet is used to track OJT success rates, six month retention and overall funding provided to each participating business.

J. General Guidelines

- Our contract includes the guideline to insure that if we are working with an employer who has a bargaining unit/union that we obtain the unions concurrence to provide the training. This insures that our funding does not fill a position that is vacant due to a labor dispute or will in anyway affect union organizing.
- OJT can be conducted in conjunction with customized training and with an ITA as justified by industry standards.
- OJT is an appropriate form of training for both Pre-apprenticeship and Apprenticeships.

K. Monitoring

Monitoring and evaluation of the program plays a critical role in insuring that the goals of the OJT are achieved. *On-site visits* will be made two (2) times per year for each training plan developed by the staff to insure that the training is progressing from both the trainee and the supervisor's perspective. This will provide oversight of how training is in compliance with the OJT agreement, training plan, payment of wages, and the

maintenance of records and working conditions. Any deviations or corrections will be dealt with promptly.

Formal monitoring will occur once (1) annually to each employer to review the above, compliance with regulations by both the employer and CSCLM and adherence to local policies and those set-forth by Career Source or DEO.

L. Performance

All businesses must be deemed eligible to participate in the OJT program. The eligibility status will be determined by utilizing the Employer Questionnaire Form as well as outcome and retention performance from previous agreements. CSCLM will monitor the performance and will suspend any business from additional OJT opportunities if they are not maintaining the standards listed below. This suspension will be for at least six (6) months.

1. OJT Completion and Retention – WIOA: At least 80% of OJTs must be successful to completion. This means the entire OJT period and training plan are completed along with the trainee being retained in employment. Six-month Retention: of these successful completers, 80% are retained with the business for at least six (6) months.
2. OJT Completion and Retention – WTP: At least 60% of OJTs must be successful to completion. This means the entire OJT period and training plan are completed along with the trainee being retained in employment. Six-month Retention: of these successful completers, 60% are retained with the business for at least six (6) months.
3. Exceptions to the completion rate may occur and may result in a “neutral termination.” These circumstances may include: death of the OJT trainee; resignation of OJT trainee for a higher wage job, or other circumstances beyond the control of the business. These neutral terminations must be well documented and approved by the Director of Operations and will not be considered in the completion or retention ratio.

Customized Training Option Specifics

Customized Training is a training service investment based on the employment needs of the employers in current and emerging in-demand industry sectors and occupations and the needs of the area's labor force.

Customized Training is designed to meet the specific requirements of an employer or group of employers, with the commitment that the employer(s) will hire individuals who successfully complete the training.

Customized Training is a training program that is either for **new or recently hired** employees. Employers who participate in this training will be responsible for paying a significant cost of the training which CSCLM has determined to be 50% of the cost of training. Customized training is **not a retention strategy**.

An employer makes a commitment to hire all of the individuals upon successful completion of the customized training.

Customized Training can be used for individuals who make more than self-sufficient wages as long as it leads to comparable to or higher than previous employment wages.

Customized training is different than an OJT. Participants learn on the job with an OJT, where in customized training, the participants are trained, generally in a classroom, by a third party for the employer(s).

Customized Training would be appropriate for an employer who has specific certifications, licensing, industrial equipment training, and other training that is conducted by an outside contractor and is necessary for employment.

This training if done for a group of individuals may require a procurement method to select the trainer. It is possible to select an internal trainer if the employer's trainer is certified in the courses that they teach.

Examples of Customized Training:

- An accounting firm needs an accountant who understands public accounting. They have not been able to find anyone with these skill sets. The employer has been sent information regarding a training session in Orlando with a reputable firm. They have interviewed someone who they would like to send to this training and will hire this person after they complete the training. The employer will pay for the registration, travel and hotel.
- A manufacturer has just hired 3 individuals to run a specific piece of equipment. This requires them to learn how to program in specific settings. The manufacturer of the equipment will provide training at the employer's business for these 3 new employees. The employer will set aside one line of production for the 5 days that it takes to become proficient and will also pay them while they are learning.
- A group of clinics and hospitals have been struggling with finding scribes. This is a fairly new demand that has increased within the last two years. There are no local

training programs and no provider to hire. The healthcare providers have developed a checklist of exactly what needs to be included in the training and they believe that they could immediately place 40 scribes. CSCLM competitively procures this training and promotes in order to fill 2 classes of 20. The group of employers will pay for 50% of the total training cost, based on number of individuals each employer commits to hire.

Customized Training for Employed Workers

Customized Training for an Employed Worker (CTEW) is generally the same concept but is available to train current employees. CTEW is available for the employer or group of employers when:

1. The employee is not earning a self-sufficient wage or wages that are comparable or higher than their previous employment; or
2. The training relates to the introduction of new technologies, introduction to new production or service procedures or upgrading to new jobs that require additional skills; and
3. The employer will pay a significant portion of the cost of training which has been determined to be 50%.
4. A commitment by the employer to continue employment after the training is completed.

It is not required that certifications be earned, but is highly supported.

A. Types of eligible training:

1. Tuition-based training from a recognized educational institution selected by the business or a group of businesses
2. Internal training provided by an employee of the company that has demonstrated experience, is their corporate trainer or received credentials in the area
3. Training provided by an independent contractor selected by the company

B. Specifications of the training:

1. Be necessary in order to provide individuals with specific certifications, licensing, training on changing skills and is provided in a classroom.
2. Be completed within 12 months or less
3. Results in the employer or group of employers in hiring the participant or in the case of an employed worker is retained and results in earning self-sufficient wages or wages that are comparable or higher than their previous employment.

C. Eligible Businesses:

1. Meets the general business requirements as noted on page 1
2. Be a private for profit, non-profit or public employer
3. Able to provide 50% match for the training
4. Priority will be given for eligible businesses that fall into any of the targeted sectors.

D. Eligible Participants:

1. An eligible WIOA Adult or Dislocated Worker that is not employed and who have been determined to be suitable through an assessment and the development of an ISS.
2. An employed eligible WIOA Adult or DW that is recently employed (6 months or less) by the participating employer and is not earning a self-sufficient wage or one that is comparable to their previous employment.

E. Additional Factor's to determine an employer's eligibility

1. The relationship of the training to the competitiveness of both the individual and the employer;
2. The number of employees and businesses identified to participate in the training;
3. The rate of hiring by businesses of the participants following the training or the advancement opportunities provided for employed workers;
4. Credentials and skills gained as a result of the training;

F. Program Costs

1. Cost contribution by each business of 50% of the training cost which is comprised of both cash and in kinds costs
2. Facility costs can be used as a match when the CT is conducted at an employer's site. A per day rental of \$100.00 is considered reasonable.
3. The maximum amount that a company may receive in local WBT funds during a fiscal year (July 1 – June 30) is \$20,000. Any awards that are estimated to be over the \$20,000 must have prior approval of the CEO and will be reviewed on a case by case basis. Reasonableness will be established by comparing classroom costs to other such providers.
4. Procedures to Apply for Reimbursement of Cost: Upon training completion, the business must submit required contract closure documentation. The business will then receive reimbursement based on the number of trainees hired and the number of employed workers who were retained with a wage increase.

Incumbent Worker Training

Incumbent Worker Training (IWT) is designed to meet the needs of an employer or group of employers to retain a skilled workforce or to avert layoffs. This training will increase the participant's and the companies' competitiveness. Employers must be in one of the Targeted Industry Sectors to be eligible and must commit to retain or avert the layoff(s) of the incumbent worker(s). **This is a retention strategy.**

CSCLM is able to use up to 20% of the adult and dislocated worker annual allotments to provide our share aka the federal share of the cost of providing IWT training. Funding restrictions to monitor the 20% level are included in the Gazelle system and updated annually.

It is not necessary to conduct WIOA eligibility for the employees as this training is based on the employer. However, if the employee is provided with career services than eligibility must be provided in order to make them a participant.

The participant must have been employed with the employer for 6 months or longer, or if the training is done in a cohort or group of employees, than the majority (at least 51%) of the employees need to have been employed for longer than 6 months.

Employers are required to pay for a significant cost of the training for those individuals enrolled in IWT. This can be done through cash payments and fairly evaluated in-kind contributions. The minimum amount of employer share in the IWT depends on the size of the employer and may not be less than:

1. 10 percent of the cost, for employers with 50 or fewer employees;
2. 25 percent of the cost, for employers with between 51 to 100 employees; and
3. 50 percent of the cost, for employers with more than 100 employees.

Incumbent Worker Training must be a result of CSCLM working with the employer to identify skill gaps of their workers and develop a strategy to effectively engage the workers in a training that will provide the knowledge and skills needed to increase the competitiveness of the employees and/or employers.

A. Types of eligible training:

1. Tuition-based training from a recognized educational institution selected by the business
2. Internal training provided by an employee of the company that has demonstrated experience, is their corporate trainer or received credentials in the area
3. Training provided by an independent contractor selected by the company

B. Specifications of the training:

1. Be necessary in order for the employee(s) being trained to retain employment, obtain skills necessary for a changing environment, achieve required competitiveness or avert layoffs
2. Be completed within 12 months or less
3. Result in the retention, promotion or avert a layoff

C. Eligible Businesses:

1. Meets the general business requirements as noted on page 1
2. Be a Private, for-profit business. Exceptions can be made by the EVP or CEO for non-profit and/or governmental agencies that have upskilling opportunities available in a targeted industry such as healthcare.
3. Able to provide the required match according to company size, including in-kind expenses.
4. Funding priority will be given to eligible businesses that fall into any of the targeted sectors (Healthcare, Manufacturing/Transportation/Logistics, IT, Construction) or are related to specific economic goals of CSCLM, contribute to special projects or relate to the deliverables of specific grants.

D. Eligible Employees:

1. A current employee that has been employed by the business for a minimum of 6 months. If training a group or cohort, the total of the group must represent at least 51% who have been employed for at least 6 months.
2. A paid W-2 employee of the applicant business, cannot be an employee of a staffing agency;
3. A minimum of 18 years of age;
4. Male - Registered for Selective Service

Participants in IWT are not required to meet WIOA eligibility criteria or priority of service unless they are also enrolled as a participant in the WIOA Adult or Dislocated Worker program. However, we must record participant demographic information in Employ Florida because this information must be reported to USDOL.

E. Additional IWT Factor's to determine an employer's eligibility

1. The characteristics of the individual employees;
2. The relationship of the training to the competitiveness of the individual and employer;
3. The number of employees identified to participate in training;
4. The employees' advancement opportunities provided by the employer;
5. Pre and Post Training Earnings
6. Layoffs averted as a result of the training
7. Credentials and skills gained as a result of the training; and
8. Utilization as part of a larger sector and/or career pathway strategy

F. Program Costs

Incumbent Worker Training is designed to be flexible to meet the needs of local businesses. All expenses related to the training and considered part of the overall cost of the training will be reviewed by staff and all reimbursable costs will be approved by senior management. The executed IWT agreement will detail all costs as they represent CSCLM and business contributions to the overall cost of training.

1. Cost Contribution

The minimum amount of the business share for IWT is based on the size of the business and is referred to as the non-federal share. The minimum business match rate may never be less than that listed below. The business share may be

comprised of cash or in kind costs (i.e. employee wages while in training, curriculum development, etc.).

Business Size	Required Business Match	CSCLM Match
50 or fewer employees	10% match	90% match
51 – 100 employees	25% match	75% match
101 + employees	50% match	50% match

2. Facility Costs:

CSCLM allows businesses participating in IWT to account for their facility usage when training is conducted at the business location. A per day rental of \$100.00 is considered reasonable as compared to the local rates that are above this.

3. Maximum Award and Cost Reasonableness:

The maximum amount that a company may receive in local EWT funds during a fiscal year (July 1 – June 30) is \$20,000. Any awards that are estimated to be over \$20,000 must have prior approval of the Chief Executive Officer and will be reviewed on a case by case basis.

Training cost contributions are to be reviewed on a case by case basis. Reasonable cost will be established by reviewing similar training and the overall cost of other such providers.

4. Procedures to Apply for Reimbursement of Cost: Upon training completion, the business must submit required contract closure documentation to CSCLM. The business will then receive reimbursement based on the number of trainees who successfully completed the training. Payment will be distributed within 30 days of receipt of the documentation. Required documents include:

- a. Proof of successful completion of training (copy of postsecondary credential earned, completion certificate, testing scores, validation of skills attained, etc.);
- b. Completed Post Training VOE form for each participant; and
- c. Reimbursement Request Form

5. Follow up is required on a quarterly basis for the first 12 months after the training is completed. The employer will complete the VOE form for each participant every three months.

G. Businesses applying for IWT grants will:

1. Fully complete and submit all requested documents to CSCLM at least two weeks prior to the training start date;
2. Ensure receipt of final approval of IWT contract prior to the start of training or funding will not be awarded.
 - a. No funds expended prior to the date of the executed agreement may be considered for reimbursement or cost share.

3. Complete the training as described in the contract and meet the credentialing and other results from the upskilling such as higher earnings, promotions, retention as indicated in the agreement.
 - a. Any reimbursement for IWT is based on a 'per capita' scale meaning that the training costs will only be reimbursed for those employees who successfully complete the training as detailed in the agreement.
4. Maintain records on employees participation in the training.
5. Provide CSCLM with copies of all required invoices, matching funds and/or documentation, credentials, and participant lists as requested.

Work Experience Option Specifics

Work Experience provides a planned, structured training and learning experience that takes place in a workplace for a limited period of time and exposes the participant to a practical workplace experience. Work Experience is primarily used for Adult, Youth, and Welfare Transition participants who lack a basic understanding of work, have a limited history of work attachment, or have been unsuccessful in maintaining work due to lack of soft skills. Work Experience will incorporate ways to gain general workplace skills along with practice towards competency of soft skills. Work Experience is useful in the following situations:

- **Transitional Job:** An Adult, DW, or WTP individual who has been struggling with keeping a job. In reviewing the work history, the individual has not been able to stay employed and is considered to be chronically unemployed or has a significant barrier to employment. This type of Work Experience is paid and deals mostly with a training plan that assists the participant in being successful in basic employment and soft skill issues. The work experience will be with an employer who will assist the participant in demonstrating work success in the employer – employee relationship. This work experience will include comprehensive career and support services to assist in successful completion. A limit of 10% of the Adult and DW allocations may be used for this type of work experience. Transitional work experience worksites can be with private for profit, non-profit or the public sector.
 - **Training plan:** Training plan will include mostly soft skill issues and basic employment requirements. There will be some skill development included in the plan for basic skills need to complete the job. WE plan will be for up to 12 weeks and no more than 360 hours. Extension of training can be considered depending on individual barriers and situations.
- **Adults, DW, & WTP:** For individuals who have worked in the past, have been able to maintain a history of employment, but need additional experience, may need additional work experience in a new industry, or has not worked in the past but does not demonstrate significant barriers or the need for comprehensive career and support services. Work Experience worksites may be businesses or organizations that are Private-for-Profit, Non-profit, or public, and are located in our current focus industry sectors.
 - **Training Plan:** Training plan will be based on skills necessary to perform the job or work in the industry. This plan will be developed much like an OJT plan, but will be limited to 12 weeks and no more than 360 hours.
- **Youth:** Work Experience is a priority for the youth program. Any eligible youth will need to have their work experience combined with academic and occupational education. The educational component may occur concurrently or sequentially and may occur on or off of the worksite location. For the youth program, work experience includes the following categories: Summer employment and year-long opportunities, pre-apprenticeship, internships or job-shadowing and on-the-job-training. Work experience worksites can be with private for profit, non-profit or the public sector. At least 20% of the Youth allocation must be spent on work experience.

- **Training Plan:** Training plan will include both soft skills needed for entry into the workforce along with skills necessary for the job. The paid WE plan will be for up to 12 weeks and no more than 360 hours.
- **Community Work Experience:** Is an unpaid work experience with a private for profit, non-profit or the public sector for the purpose of giving WTP participants experience in a work environment and to obtain the necessary hours for participation in order to receive their cash benefits. Hours of the CWEX are based on required participation and a basic job description.

It is not the intent of a Work Experience site to hire the individual at the conclusion of the work experience. The intent is to provide the necessary experience so that the individual can obtain unsubsidized employment.

Background Screening will no longer be conducted for WE participants.

Paid Internship

The purpose of an internship is to provide the Adult or Dislocated Worker with the experience in a specific field of work, skill, or an industry. An internship worksite may be businesses or organizations that are Private-for-Profit, and are located in our current focus industry sectors of Manufacturing, Logistics, and Transportation, Healthcare, Construction and Information Technologies and Retail and Hospitality. Internships incorporate ways to gain the necessary experience to secure unsubsidized employment and are useful in the following situations:

- When a career seeker is interested in learning how to use their skills in a different industry. The occupation may be the same, but different processes are needed to be learned in order to be successful in a particular position.
- After a career seeker has received a degree or certification. If this individual has not yet worked in this field and only has their classroom learning. An internship can expand on this learning and give actual experience in a specific occupation.
- Use the internship opportunity as a way to build the individuals resume by exposing them to new experiences and new ideas.

An internship is developed for the benefit of the career seeker and is a planned, structured training and learning experience that takes place in a workplace for a limited period of time. Internship opportunities will be reviewed on a case by case basis and must be approved by the EVP.

Program trainees are provided the opportunity to gain occupational based skills from a business that agrees to provide up to 12 weeks of training for up to 40 hours per week. Regardless of the number of weeks or hours, the internship may not exceed 360 hours or 12 weeks of participation – whichever comes first.

The intent of an internship is to build on experience and skills. It is not the intent for an internship site to be expected to hire the trainee at the conclusion of training. It is however our desire that the business will value the intern and will hire them into a regular full-time employment. It is possible to further support training through the use of either customized training or OJT if further instruction is required to gain competency in all the skills needed for the position.

Background screening will no longer be conducted for Internships unless required by the employer.

The internship agreement must be in place prior to the trainee beginning training.

Basic Information regarding both Paid Work Experience and Internships

- A. Training Plan** Once the business has selected an intern or work experience trainee, they will assist staff in the development of a training plan that is based on the existing skill set and the skills gap. This training plan will mirror the OJT process but is limited to 12 weeks of training for up to 360 hours.

- B. **Training Wage** Internship and work experience trainees who actively engage in training activities will earn a training wage at an agreed upon rate. This training wage may be issued using reloadable debit cards, direct deposit, or check and will be issued on a weekly basis by the payroll subcontractor. The training wage will be 10% less than the standard hourly hiring rate or minimum wage per hour (whichever is greater).
- C. **Terminations** The occasion may occur when a trainee is not satisfied with a business location or a business may be dissatisfied by a trainee's progress or ability. Terminations may result in suspension of trainees and participating businesses from the receipt of internship services for a period of time or indefinitely depending on the situation. The duration of suspension is at the discretion of CSCLM management. Suspension may be caused by several factors as listed:
- a. **Trainee Suspension may occur due to factors such as:**
 - i. An established pattern of tardiness or absenteeism
 - ii. Termination from a worksite due to negligent, malicious or unethical behavior
 - iii. Failure to comply with a business's rules and regulations
 - iv. Substandard performance
 - v. Failure to comply with CSCLM's rules and regulations
 - vi. Any action that could jeopardize the business worksite or CSCLM in any manner
 - b. **Business Suspension may occur due to factors such as:**
 - i. Failure to adhere to the developed training plan
 - ii. Termination of a trainee without good cause
 - iii. Failure to comply with applicable labor laws
 - iv. Failure to comply with contracted payroll processing practices and or employment practices
 - v. Any action that could jeopardize the trainee or CSCLM in any manner
- D. **Staffing Agency**
- a. A staffing agency is contracted to provide the payroll processing of the participants at the set wage.
 - b. The agency will meet with each trainee to complete the paperwork for payroll processing
 - c. Review safety requirements as well as any other requirements known regarding the business
 - d. Receive completed timesheets and process weekly stipend/wage payments for the trainee
 - e. Compiles and forwards copies of the attendance sheets to the CSCLM representative
 - f. Will attend any necessary meetings with participants and CSCLM as necessary

OFFICIAL SIGNATURE

THOMAS E. SKINNER, JR.
Chief Executive Officer

EVP COORD:

CareerSource Citrus Levy Marion is an equal employer/program. Auxiliary aids and services are available upon request to individuals with disabilities and in Spanish. All voice telephone numbers on this website may be reached using TTY/TDD equipment via the Florida Relay System at 711. If you need accommodations, call 800-434-5627, ext. 7878 or email accommodations@careersourceclm.com. Please make request at least three business days in advance. Additionally, program information may be made available in Spanish upon request. A proud partner of the American Job Center network.



RECORD OF ACTION/APPROVAL

**Executive Meeting
Thursday, January 23, 2020**

TOPIC/ISSUE:

CSNCFL Contract with Alachua County

BACKGROUND:

STAFF RECOMMENDATIONS:

Request approval of scope of work and budget for the CSNCFL Contract with Alachua County.

COMMITTEE ACTION:

BOARD ACTION:

Proposal for a Contract
Between Alachua County (County)
And
CareerSource Citrus Levy Marion (CLM)
To Provide
Interim Administrative Entity Services to
CareerSource North Central Florida (CSNCFL)

CLM propose to support the County and CSNCFL as its Interim Administrative Entity by performing the following services;

1. Supervise and manage temporary CSNCFL staff, until such time as CSNCFL and the County agree on the future structure of CSNCFL and hire a leadership team;
2. Provide technical assistance and coordinate strategy and actions for resolving DEO Report with CSNCFL Chair, and the County;
3. Assist CSNCFL and the County in paying vendors and contractors by:
 - a. Using CSNCFL staff, process payment requests to DEO for approval;
 - b. Using CSNCFL staff retain invoices and supporting documentation for future detailed entry into the CSNCFL finance system;
 - c. Coordinate with the bank or a County/CSNCFL selected accounting firm to issue checks; and,
 - d. Drawdown CSNCFL funds, by NFA, to replenish CSNCFL bank accounts.

In any action regarding finances it is understood that CLM is acting on DEO approved invoices and is not making any financial approvals or otherwise providing specific invoice approval or payment approvals. It is executing actions approved by DEO and/or the CSNCFL or the County.

4. Provide overall technical assistance in support of the CSNCFL and Alachua and Bradford Counties in planning and implementing a restructuring of the Board and the Interlocal Agreement.

5. Implementing, on behalf of the CSNCFL and Alachua and Bradford Counties, the plan approved based upon (4) above.
6. Assist the County and CSNCFL in developing and submitting its Annual Plan to the State, using CSNCFL staff and a contractor selected by CSNCFL who will be retained under a contract with CSNCFL.
7. Providing IT support and planning using a subcontractor to CLM, CareerSource Northeast Florida (CSNEFL) whose fees are included in this proposal.
8. Assisting the County and CSNCFL in hiring its leadership team.
9. Providing such other technical assistance and management services as jointly agreed upon, with budget amendments if required.
10. Provide training to CSNCFL and DWS staff as needed to progress forward. (Examples: EO, Atlas, EF, EBT, MIP and Gazelle, etc.)
11. Assist with policy and procedures writing and implementation to address deficiencies.

CLM plans to use its leadership team and, if necessary, other key staff to support the above. Costs for exempt staff shall be at their regular salary and benefits billed on an hourly basis. Non-Exempt staff costs will be at their regular rate, however, if their time exceeds FLSA limits, it will be billed at one and a half (1.5) times their regular hourly rate.. Time records for all staff will be maintained under a separate billing code in their timesheets. Any travel will be maintained on a separate monthly travel form.



**COST REIMBURSEMENT/PERFORMANCE BASED
CONTRACT PACKAGE**

WITH

**CITRUS LEVY MARION REGIONAL
WORKFORCE DEVELOPMENT BOARD, INC. (CLMRWDB)
d/b/a
CAREERSOURCE CITRUS LEVY MARION**

TO PROVIDE INTERIM ADMINISTRATIVE ENTITY SERVICES

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers listed above may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711. CareerSource Florida Member. A member of the American Job Center network

Contract # PY ****

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COST REIMBURSEMENT/PERFORMANCE BASED CONTRACT

BETWEEN THE

AND

**CITRUS LEVY MARION REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.
(CLMRWDB)
d/b/a
CAREERSOURCE CITRUS LEVY MARION**

TO PROVIDE INTERIM ADMINISTRATIVE ENTITY SERVICES

WHEREAS this Contract, entered into by and between Alachua County, Florida, on behalf of the The Alachua Bradford Workforce Development Board, Inc., d/b/a CAREERSOURCE NORTH CENTRAL FLORIDA, hereinafter referred to as CSNCFL, hereinafter referred to as "GRANTEE"; and the CareerSource Citrus Levy Marion hereinafter referred to as "Contractor."

WHEREAS, the Grantee is legally empowered to Contract for delivery of employment and training services under the Workforce Innovation and Opportunity Act, hereinafter referred to as WIOA and Personal Responsibility and Work Opportunity Reconciliation Act of 1996, hereinafter referred to as the Act (Public Law 104.193), and the Workforce Innovation Act of 2000, hereinafter referred to as the Welfare Transition Program (WTP).

WHEREAS this Contract's performance shall begin no earlier than the last signature date, and shall be completed no later than June 30, 2020 All Contract costs must be incurred between these dates.

WHEREAS, the Contractor agrees to be engaged in providing Administrative Entity (AE) Services under WIOA and/or WTP as a sub-recipient;

WHEREAS, the Contractor has expressed intent and demonstrated an ability and capability to provide AE Services to CSNCFL and has been duly selected to provide same;

WHEREAS the Contractor agrees to be the responsible administrator for services described herein;

WHEREAS this Contract initiates the Contractual obligation for a total amount not to exceed \$***** (**\$ itemized costs**), which shall be reimbursed by the Grantee for the provision of services as outlined.

WHEREAS the total Contract obligation above is allocated in accordance with Exhibit III, Budget: **SPELL OUT THE BUDGET ALSO LISTING CFDA NUMBERS.**

WHEREAS the parties agree to comply with all the terms and provisions of this Contract #PY *****

Contract including and incorporating herein the specified attachments/exhibits.

WHEREAS the parties agree that all the terms and provisions of this Contract will remain in effect throughout the entire Contract period, and until or unless a written Contract modification changing its terms are initiated and executed according to the terms of this Contract between the then legally empowered Contracting entities.

WHEREAS the parties further agree that Alachua County, Florida, shall be the venue of any legal action between the parties, and that this Contract shall be read, interpreted, and construed in accordance with the laws of the State of Florida.

NOW THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Modification(s)

- a. The Contractor agrees to submit a written modification for approval prior to changing any budget line item or participant service level.**
- b. The Grantee agrees to make any changes in this Contract only through a written modification.**
- c. All modifications initiated by the Contractor will be bilateral.**
- d. The Grantee may make a unilateral modification to this Contract at any time. A copy of such unilateral modification will be given to the Contractor.**

Modifications to this Contract shall be bilateral in nature except when required by changes in U.S. Department of Labor or State of Florida regulations, policies or funding, or when required by a change in State or Federal Law, or to effect an assignment of all Contract rights of Grantee to a new Administrative Entity/Grant Recipient.

- e. Budgetary line items cannot be exceeded. Budgetary line items are not estimates, but are fixed amounts. Any changes in budgetary line item areas must be requested in writing, and approved in advance via Contract modification, as necessary.**

2. Amendments

This Agreement constitutes the entire Contract between the parties hereto. No representation, modification or amendment hereto, whether oral or written, shall be effective unless it is in writing and signed by the parties hereto.

Notwithstanding the first paragraph, above, the Grantee may unilaterally amend this Contract at will in order to accommodate any change in the Act or WIOA and/or WTP or any change in the interpretation of the Act or WIOA and/or WTP or any applicable

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Federal, State or local laws, regulations, rules or policies. In the event a unilateral amendment cannot be complied with by the Contractor, then the Contract will be terminated for convenience.

3. Changes

The Grantee may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Grantee and the Contractor, shall be incorporated in written amendments to this Contract.

At any time after the completion of each quarter of operation under this Contract, the Grantee may remove from the total cost as set forth in this Contract and re-allocate to other WIOA and/or WTP activity, any such funds which the Grantee determines will remain unspent upon the expiration of the term of this Contract. Such removal shall be accomplished after consultation with the contractor, by written amendment hereto, with or without any subsequent execution of written agreement of the Contractor but with its consent as granted by execution hereof.

4. Standards of Conduct

The Contractor hereby agrees that in administering this Contract, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the program and avoiding any conflict of interest in its administration.

- a. **General Assurance --** Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Contract will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this Contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b. **Conducting Business Involving Relatives --** No relative by blood, adoption, or marriage of any executive or employee of the Contractor shall receive favorable treatment for enrollment into services provided by, or employment with, the Contractor. The Contractor shall also avoid entering into any agreements for services with a relative by blood, adoption, or marriage. When it is in the public interest for the Contractor to conduct business (only for the purpose of services to be provided) with a relative, the Contractor shall obtain the written approval from the Grantee before entering into an agreement. All pertinent correspondence shall be kept on file and available for monitoring and audit reviews.
- c. **Conducting Business Involving Close Personal Friends and Associates --** Executives and employees of the Contractor will be particularly aware of the

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varying degrees of influence that can be exerted by personal friends and associates and in administering this Contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.

- d. **Avoidance of Conflict of Economic Interest --** An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. Supplies, materials, equipment, or services purchased with Act funds will be used solely for purposes allowed under this Contract.

For the purpose of this Contract, "relative by blood, adoption, or marriage," shall include: wife, husband, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, stepfather, stepmother, stepson, step-daughter, stepbrother, stepsister, half-brother, or half-sister.

5. Sub-Contracting and Assignment

The Contractor shall not assign this Contract or any part thereon, unless otherwise provided for, without the written consent of the Grantee, but in no case shall such consent relieve the Contractor from the obligations under, or change the terms of the Contract.

The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the written approval of the Grantee, having first been obtained.

The transfer or assignment of any Contract funds, either in whole or in part, any interest therein, which shall be due or become due to the Contractor, shall cause the annulment of said transfer or assignment so far as the Grantee is concerned.

This Contract may not be assigned in whole or part to any third party by the Contractor unless provided for in writing by the Grantee or accepted by inclusion in the Scope of Work.

6. Audits, Inspections and Monitoring

At any time during normal business hours and as often as the U.S. Comptroller General, Auditor General of the State of Florida, or the Grantee may deem necessary, the Contractor shall make available to the Grantee for Examination, all of its records with respect to all matters covered by this Contract. The Grantee, Auditor General of the State of Florida, and the U.S. Comptroller General shall have the authority to audit, examine, and make excerpts, transcripts, and photocopies from records, including all Contracts,

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invoices, materials, payrolls, records of personnel, conditions of employment, computer records, and other data relating to all matters covered by this Contract. This right also includes timely and reasonable access to Contractor's or subcontractor's personnel for the purpose of interviews and discussions related to such documents (vendor Contracts).

- a. The Grantee shall have the authority to examine the books and records used by the Contractor in accounting for expenses incurred under this Contract. Should these books and records not meet generally accepted accounting practices, the Grantee reserves the right to withhold any or all of its funding to the Contractor until such time as they do meet these standards.
- b. The Grantee shall have the authority to examine all forms and documents used, including, but not limited to, purchase requisitions, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks, and other checks used by the Contractor.
- c. The Grantee may require the Contractor to use any or all of the Grantee's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of all fiscal matters relating to this Contract.
- d. The Grantee reserves the right to dispatch auditors/monitors of its choosing to any site where any phase of the program is being conducted, controlled, or advanced in any way, tangible or intangible. Such sites may include the home office, any branch office or other locations of the Contractor if such sites or the activities performed thereon have any relationship to the program covered by this Contract.
- e. The Grantee shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler system, etc., to safeguard property and/or equipment authorized by this Contract.
- f. Any indirect cost rate charged to this contract must be approved by the contractor's federal cognizant agency. The contractor will be required to submit a copy of the indirect cost plan and evidence of approval by its federal cognizant agency to the Grantee.
- g. Subject to the discretion of the Grantee, certain authorized members of the Grantee shall have the right to be present at any and all of the Contractor's staff meetings, Board of Director's meetings, Advisory Committee meetings, and Advisory Board meetings if an item to be discussed is an item of this Contract.
- h. The Contractor will make financial and programmatic periodic, final, close-out and annual reports as prescribed by Grantee.
- i. The Contractor shall be responsible for securing an annual, independent

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audit of its operations, which will separately identify the revenues and expenditures for the services provided pursuant to this Contract.

- j. **Annual Audit Requirements.** A commercial organization receiving \$25,000 or more in a fiscal year in federal financial assistance to operate a federal program and non-federal organizations including but not limited to State governments, Nonprofit organizations and Educational institutions receiving \$300,000 or more in a fiscal year in federal awards are required to have annual independent audit. Organizations receiving less than the aforementioned amounts of federal awards are hereby precluded from charging any portion of the cost of an audit to the Grantee. Contractors requiring annual audits will submit to the Grantee a copy of their annual audit within 30 days of the date the audit is released, but no later than nine months after the completion of this Contract.
- k. The Contractor shall be responsible for meeting the audit requirements of OMB Circular A-133, including any revisions thereto.
- l. Should the Grantee determine that a separate, independent audit of only this Contract be necessary, the Contractor warrants that it will obtain such an audit or allow the conduct of such an audit obtained by Grantee. Further, the Contractor assures that it will cooperate fully with audits conducted by State and Federal audit entities.
- m. If the Contractor fails to perform in whole or in part under this Contract, or fails to make sufficient progress so as to endanger performance, the Grantee shall notify the Contractor of such unsatisfactory performance in writing. The Contractor shall have ten (10) working days in which to respond with a plan agreeable to the Grantee for correction of the deficiencies. If the Contractor does not respond within the appointed time, or does not respond with appropriate plans, the Grantee may terminate this Contract for cause or convenience as provided for herein.

When a fiscal or special audit determines that the Contractor has expended funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the Grantee's final determination of the disallowed costs. The Contractor agrees that any disallowed costs resulting from an audit(s) will be the sole responsibility and liability of the Contractor.

The Contractor recognizes that the Grantee, an administrative entity/grant recipient under the Act has the responsibility and possesses every authority to monitor and investigate all matters regarding compliance by the Contractor; including subcontractors, if any, with provisions of the Contract and those documents enumerated in the Contract.

The Grantee will perform program and administrative monitoring as often as deemed necessary, but at least annually.

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The Grantee will issue a written monitoring report to the Contractor when deficiencies are noted. The Contractor shall have twenty (20) working days in which to respond, in writing, with a plan agreeable to the Grantee for correction of the deficiencies. If the Contractor does not respond within the appointed time, or does not respond with appropriate plans, the Grantee may terminate this Contract for cause or convenience as provided for herein.

The Contractor will develop and implement its own internal monitoring procedures to ensure that its activities are in compliance with the Contract and that adequate administrative and accounting controls are being used.

Grantee may investigate any matter it deems necessary to determine compliance with this Contract and those documents enumerated in the Contract. The investigations may include examining records, questioning employees, and entering any premises or onto any site in which any part of a program of the Contractor is conducted or in which any of the records of the Contractor are kept.

- a. The Grantee, the U.S. Secretary of Labor, the Inspector General of the U.S. Department of Labor, the U.S. Comptroller General, or their designated representatives may monitor the Contractor's operation for compliance with the terms and conditions of this Contract. To carry out this function, officials shall have access to the Contractor's office or any site at which the Contractor operates, maintains offices, or keeps books and records.
- b. Such monitoring may also include on-site monitoring of program operations; inspection and/or transcription of any and all program reports, documents, records, third party agreements and Contracts; interviews with any beneficiary; or observations of any actions covered under this Contract.
- c. The management, administration, and implementation of all terms and conditions of this Contract shall be performed in a manner satisfactory to the Grantee. The Grantee may act in its own best interest including, but not limited to:
 - (1) Requiring a written report of corrective action within specific time frames;
 - (2) Withholding payment;
 - (3) Disallowing inappropriate claims, payments, or costs;
 - (4) Deobligating Contract funds; or
 - (5) Terminating or suspending this Contract.

If the Contractor determines that the program described in this Contract is not functioning as intended, the Contractor shall notify the Grantee immediately by telephone, followed by written notice, which may result in bilateral corrective action, or

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adjustment of the Contractual terms through modification of this Contract.

7. Retention of Records

As specified in the State of Florida General Records Schedule (GRS) GSI-L, the Contractor will retain all records pertinent to the Contract including financial, statistical, property, participant, and supporting documentation as follows:

- a. For five (5) fiscal years after completion of project provided applicable audits have been released.
- b. Project completion has not occurred until all reporting requirements are satisfied and final payments have been received.
- c. For five (5) years following final disposition of nonexpendable property.
- d. If any litigation, audit or claim remains unresolved at the expiration of the longest of the hereinabove stated periods, then the records will be retained until all outstanding issues have been resolved.

If the Contractor is not able to retain the necessary participant and financial records, it shall transfer such records to the Grantee. Such records shall be transmitted to the Grantee for acceptance in an orderly fashion, with documents properly labeled and filed and in an acceptable condition for storage.

Rights of Inspection: The Grantee may terminate this Contract without advance notice if the Contractor fails or refuses to permit inspection of its books and records by duly authorized Federal, State and Grantee representatives, or any person seeking inspection of the Contractor's records pursuant to the Florida Public Records Law, Chapter 119, Florida Statutes.

Program participant confidentiality will be maintained in accordance with the following policy:

1. Participant files will be e-filed in the ATLAS system. If any part of the participant's file is kept in hard copy by the Contractor, the record documents will be maintained in a safe, secure and locked filing system.
2. Only persons having a need to consult or handle records will be authorized to access records.
3. Sign-out procedures will be used for checking records in and out including acknowledgment of responsibility for the records by the person checking them out.
4. Officials will be restricted to gathering information on participants/applicants to the extent provided for by the Law.

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5. Officials will be allowed access to records as provided for in law, rule or official policy and information contained in records will be disclosed to properly authorized officials as provided for in the Law.
6. Records will be released to unauthorized or unofficial parties only
 - under a court issued subpoena or lawful order as part of a court proceeding or as part of an investigation; or
 - at the request of, and on the express written consent of, the participant/applicant, notwithstanding provisions of Chapter 119, Florida Statutes.

The Contractor will ensure all documents generated on any participant are e-filed in the Grantee's file system, ATLAS. This includes all documents that make up the complete participant file, including but not limited to: Assessment records, counseling notes, MIS forms, etc. Once the customer record is considered closed, all records must be transmitted to the Central Records Unit.

The Contractor will grant access to and the right to copy any books, accounts, records, correspondence or other documents pertinent to the Contract that are in the possession, custody or control of the Contractor or its agents, assignees or subcontractors by the duly authorized Federal, State and Grantee representatives.

This clause shall be inserted by the Contractor in agreements with its subcontractors, if any. Grantee will provide the Contractor appropriate notice of its intent to gain access to the Contractor's records, except that Grantee reserves the right to access Contract records on demand without notice.

8. Financial Management

The Contractor must account for financial transactions using internal control procedures which meet Generally Accepted Accounting Principles, requirements of Generally Accepted Governmental Auditing Standards, and all Federal, State and Local rules, regulations and statutes. The Contractor will develop, implement, and maintain internal control policies and procedures that address all areas of financial management. Those areas include, but are not limited to the following:

- a. Cash Receipts
- b. Cash Disbursements
- c. Payroll
- d. Personnel
- e. Purchasing
- f. Subsidiary Ledgers and Journals
- g. Bonding/Employee Dishonesty Insurance – The Contractors employees who handle cash, accounts and negotiable instruments must be bonded or insured up to an amount equal to or greater than the sum of cash disbursements and cash receipts for any given week.

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h. Cost Allocation Plan

i. Equipment and Property – An annual inventory of these items will be taken and certified to the Grantee. All items having an acquisition unit cost of \$500.00 or more with a useful life of one year.

j. Annual authorization to Incur travel expenses for all staff

9. Salary and Bonus Limitations

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133.

10. Billing and Payment Conditions

Form and content of billings will be as prescribed by Grantee.

The Contractor understands and agrees that Grantee may withhold payments to which the Contractor is otherwise entitled for failure of the Contractor to meet or make substantial progress towards meeting the Contract's scope of work objectives.

Grantee may withhold payments in whole or part pending the results if actions are taken to terminate for cause is invoked.

11. Documentation Required for Reimbursement

The Contractor will maintain procedures and systems that will account for funds expended under the contract. Further, the system must be capable of accounting for all transactions made and generating information at both discrete and summary levels of detail. The Contractor will follow any programmatic procedures and systems prescribed by Grantee.

12. Fiscal Responsibilities, Payments, Fiscal Limitations and Requirements

The Contractor will maintain an accounting system on the accrual basis that meets generally accepted principles, practices and standards for an accounting system and which will permit tracing of Contract funds from source documents through summary reports. Further, the accounting system will account for Contract expenditures at a level of detail that assures that each and every expenditure is an allowable cost under WIOA and/or WTP and the Contract, and is reasonable and necessary to the operation of the Contract and is allocable to the Contract and the cost category charged. The Contractor will provide at a minimum, quarterly reports which show accrued expenses by functional expense category for WIOA and/or WTP. The quarters end March 31, June 30, September 30, and December 31st of the contract period.

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- a. The Contractor shall establish and maintain an auditable system, in accordance with recognized accounting practices and the Grantee requirements for fiscal and program reports. This includes establishing internal management controls to ensure that Contractual activities are properly and adequately reported. The Contractor will prepare and submit reports in conformity with the Grantee's designated formats and schedules. The Contractor shall maintain records specified by the Grantee and retain such reports for five (5) years from the date all audits are completed and findings on all claims have been finally resolved.
- b. The Contractor agrees that payments are predicated upon properly documented proof completed in accordance with the terms of this Contract. The Contractor shall submit an invoice for payments due no later than the fifteenth (15th) calendar day of the month following the reporting period. The Grantee shall make payments to the Contractor within forty-five (45) days of written receipt and acceptance of each invoice by the Grantee's fiscal manager. Failure to comply with invoicing requirements may result in a delay of reimbursement.
- c. Contractors understands and agrees with the provision that Grantee will not honor requests for cash advances.

Contractors shall adequately safeguard all such assets and assure they are used solely for authorized purposes. Contractors shall maintain advances of Federal funds in interest bearing accounts, unless one of the following paragraphs applies:

- (1) The recipient receives less than \$120,000 in Federal awards per year.
 - (2) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on Federal cash balances.
 - (3) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources. (29 CFR 95.22)
- d. The Grantee shall supply such items of equipment as may be reasonable and necessary, as determined by the Grantee, in support of the Contractor's activities described herein, provided that any and all such purchases, or other methods of supply of equipment shall be made in accordance with OMB Circular A-102 and the Grantee's Procurement Policies. It is additionally understood and agreed that supplies and equipment which are non-consumable (those items with an expected life of more than one year with an acquisition cost of \$500 or more per item) are to be accounted for and reported to Grantee in writing. Such items shall be the property of the Grantee and the Contractor shall promptly deliver the same to the Grantee

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upon any cancellation or termination of this Contract.

The Contractor shall establish such standards and procedures as are required of a recipient of funds under WIOA and/or WTP to assure against program abuses including, but not limited to:

mis-expenditure of funds; nepotism; conflicts of interest; the charging of fees in connection with participation in the program; excessive or unreasonable legal fees; the improper co-mingling of funds received from other sources, the failure to keep and maintain sufficient, auditable, or otherwise adequate records; political patronage; violations of applicable child labor laws; and use of funds for political (including lobbying), religious, anti-religious, unionization, or anti-unionization activities.

Should the Contractor or its subcontractors, if any, misspend or misuse Contract funds; the Contractor, upon such finding and determination, shall be held liable for the repayment of such amounts determined to have been misspent or unallowable due to willful disregard of the requirements of WIOA and/or WTP or the Contract, gross negligence, or failure to observe accepted standards of administration.

Misspent or misused funds shall be explicitly understood by the Contractor to include expended costs, budgeted or otherwise, which are determined through audit or otherwise to be unreasonable, unnecessary or mis-allocated. Repayment of misspent funds shall be from sources other than those provided under the Contract or through WIOA and/or WTP, notwithstanding any other provisions of the Grantee's Debt Collection Procedure.

13. Method of Payment

The Contractor will be paid for Contract budgeted costs that are actually incurred in delivering the specified scope of work. Compensation to the Contractor is further conditioned on applicable WIOA and/or WTP funds being continuously made available to and being received in a timely manner by Grantee through the WIOA and/or WTP funding mechanism in amounts sufficient to reimburse costs as provided for herein.

It is understood and agreed by and between the parties to this Contract that the Contractor's payment will be conditioned upon satisfactory performance. Satisfactory performance in this case is defined in both Exhibit III, the Statement of Work/Scope of Work and Exhibit V, Performance Requirements.

14. Program Income

NA

15. Cost Allocation

All costs under this contract must be properly allocated to WIOA and/or WTP funding sources. All time must be allocated using the Contractor's USDOL-approved cost

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allocation plan and the USDOL-approved indirect cost rate.

16. Availability of Funds

The Grantee through duly authorized representatives, shall have the obligation to:

- a. Notify the Contractor of any changes in the Act or WIOA and/or WTP regulation, rule and law that is specifically named and incorporated into this Contract which may affect the Contractor's performance under the terms and conditions of this Contract.
- b. Provide to the Contractor prescribed reporting forms, along with written instructions and procedures, required by the Grantee.

17. Procurement

Procurement of property, goods and services from Contract funds shall be governed by Grantee's Procurement Policy or the Contractor's procurement policy and practices, provided they are consistent with the Office of Management Budget OMB Circular A-102. A copy of the Grantee's Procurement Policy is available upon request. Should the Contractor determine to use their internal Procurement Policy, a copy of said policy shall be forwarded with the signed contract to the Grantee. In the case of a conflict of policies, Grantee's Procurement Policy shall take precedence. Compliance shall be the express requirement of the Contractor.

18. Compliance with WIOA and/or WTP

The Contractor assures that it will comply with the requirements of WIOA and/or WTP regulations and policies promulgated hereunder. The Contractor further agrees to comply with all subsequent revisions, modifications and amendments to WIOA and/or WTP regulations. Failure by the Contractor to accept or comply with changes to WIOA and/or WTP regulations which affect the terms of this Contract, and which the Grantee shall present, in writing, shall be sufficient basis for termination by the Grantee.

This Contract flows from and will be operated in accordance with the following listed documents which by reference are made a part of this Contract as if they were set forth herein.

- a. The WIOA and any revisions thereto; and
- b. Workforce Florida Act of 1996 (FS Section 288.9950) and any revisions thereto; and
- c. The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Public Law 104.193) and any revisions thereto; and
- d. Florida's Workforce Innovation Act of 2000, WTP including rules and regulations promulgated under the Act and any regulations and revisions thereto; and

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- e. Florida State rules, policies and procedures established pursuant to the authority granted the State under WIOA and any changes thereto; and,
- f. The in-effect WIOA Plan which includes the Workforce Innovation and Opportunity Act, Wagner-Peyser Act and Welfare Transition Program for Region 10 and any modifications or changes thereto, and all applicable policies issued by the CLMRWDB.

If a conflict arises in the interpretation of the Contract, then the hereinabove listed documents will take precedence in the order provided over the Contract for resolving the conflict. The extent of any defect found in the Contract relative to any of these documents is limited to those clauses of the Contract affected and is not to be construed to render the entirety of the Contract defective.

Grantee shall have sole authority to interpret this Contract and any matters appertaining thereto. Verbal representations made by either Contractual party to the other or by a third party to either of the Contractual parties shall not be considered binding interpretations of the Contract.

19. Compliance with Federal, State, and Local Laws, Regulations, Rules, Directives, Issuances and Ordinances

- a. The Contractor further assures that it will adhere to and comply with any and all applicable Federal, State, and Local statutes, rules, regulations, directives, issuances and ordinances in effect or promulgated during the term of this Contract of any extensions thereof, and will require any subcontractors to do likewise.
- b. The Contractor understands and agrees that verbal 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.
- c. The Contractor understands and further assures that it will adhere to and comply with any and all applicable administrative requirements and information; general specifications; and, performance driven cost reimbursement Contracting manual requirements set forth in the Request for Proposals (RFP) package.

20. Non-Discrimination, Equal Opportunity and Affirmative Action

The Contractor agrees to comply with Public Law 97-300, Title VI and VII of the Civil Rights Act of 1964, as amended; Age Discrimination Act of 1975, as amended; Section 504 of the Rehabilitation Act of 1973 as amended by the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, as amended; Workforce Innovation and Opportunity Act, 29 CFR 37, including the Nontraditional Employment for Women Act of 1991; and the Florida's Human Rights Act of 1977; and with all applicable

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requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37.

The Contractor further agrees that no individual, on the grounds of race, creed, color, disability, national origin, sex, age, political affiliation, veteran or marital status shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Contract.

It is also agreed that participation in programs and activities shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees and parolees, and other individuals authorized by the Attorney General to work in the United States. The Contractor will comply with the State's affirmative action requirements and will maintain an in-force and up-to-date Affirmative Action Plan, which by reference is considered to be and made a part of this Contract, on file with Grantee at all times.

The Contractor assures that all programs and activities, conducted under this Contract, are accessible to the disabled. Where the physical facilities are not accessible, an alternate plan for accessing the program or activity must be developed, approved by Grantee and retained on file.

The following legislation provides persons with disabilities certain protection and/or employment opportunities:

- As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
 - Section 188 of the Workforce Innovation and Opportunity Act which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;
 - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
 - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

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- **Wagner-Peyser Act, as amended by the Workforce Innovation and Opportunity Act**
- **Non-discrimination and Equal Opportunity provisions of WIOA, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act, Section 504 of the Rehabilitative Act, Title IX of the Education Act, and the Nontraditional Employment for Women Act.**
- **The Rehabilitation Act of 1973, Public Law 93-112, as amended December 1974. (29 U.S.C. 706 and 793), as amended by sec. 111, P.L. 93-516: sec. 103(d)(2)(B), P.L. 99-506: sec. 9, P.L. 100-259: sec. 512, P.L. 101-336: and secs. 102 and 505, P.L. 102-569.**
- **All applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program(s) associated with this Contract.**

Provisions must also be made for the limited English speaking and vision and sensory impaired. These provisions include: having a plan to provide, when necessary, interpreters and sign language assistance, assuring adequate staff or other sources are available to adequately communicate with non-English speaking applicants.

- The Contractor assures that no person with responsibilities in the operation of any program under this Contract will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, religion, sex, age, political affiliations or beliefs, disability or due to participation in this program.**
- The Contractor further agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, creed, color, national origin, sex, age, political affiliations or beliefs, disability or due to participation in this program. Breach of this covenant may be regarded as material breach of this Contract and cause for termination.**
- The Contractor further agrees to furnish the Grantee with employment data and such other information as the Grantee may require regarding the Contractor's hiring practices in conjunction with this Contract.**

21. Complaints and Grievances

The Contractor, as a sub-recipient of WIOA and/or WTP funds, shall follow the Grantee's "Grievance Procedure" in resolving complaints or grievances brought against the Contractor's program by participants or other parties.

The Contractor shall not discharge or in any manner discriminate against any individual in connection with the administration of the program, or against any individual because such individual has filed any complaint or instituted or caused to be instituted any proceeding under or related to the Act, or WIOA and WTP or has testified or is about to testify in any such proceeding or investigation under or related to the Act or WIOA and WTP or otherwise unlawfully deny to any individual any benefit to which that participant

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is entitled under the provisions of the Act or WIOA and WTP.

22. Artificial Barriers

The Contractor shall contribute to the maximum extent feasible, the elimination of artificial barriers to employment and occupational advancement.

23. Fundraising or Lobbying Activities

No funds made available under the Act or WIOA and/or WTP shall be used in any way for lobbying or fundraising activities.

24. Unionization

No funds made available under the Act or WIOA and/or WTP shall be used in any way to either promote or oppose unionization.

25. Gratuity

No officer, employee or agent of the Contractor shall solicit or accept gratuities, favors or anything of monetary value from any actual or potential subcontractors and/or their respective clients with regards to this Contract.

26. Sectarian Activities

Participants in the program will not be employed in the construction, operation, or maintenance of any facility which is used for Sectarian instruction or worship.

27. Child Labor

All Contractors shall comply with applicable Federal, State, and local child labor laws.

28. Indemnification and Insurance

Grantee will maintain in full force and effect policies of insurance providing liability coverage in amounts sufficient to cover any loss and damages as a result of activities and services provided for under this contract. In addition to the Grantee's coverage, the Contractor must maintain a minimum of \$1,000,000 in liability insurance, and annually provide a copy to Grantee to ensure coverage. The Contractor shall maintain evidence of automobile liability insurance coverage for those employees who may transport participants in their privately owned vehicles. Notwithstanding the foregoing, if the Contractor is a state agency or subdivision as defined by 768.28, Florida Statutes, the contractor shall furnish the grantee, upon request, written verification of liability insurance in accordance with 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in 768.28, Florida Statutes.

29. Liability for Damages

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Notwithstanding any term or condition of this Contract to the contrary, the Contractor shall not be relieved of liability to the Grantee as a result of Contract performance.

30. Theft or Embezzlement of Employment and Training Funds

The Contractor shall be liable for prosecution under the criminal provisions of the 18 U.S.C. 665 for theft or embezzlement of employment and training funds.

31. Employee Displacement (Maintenance of Effort)

No currently employed worker shall be displaced by any participant, including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits. No participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the Act or WIOA and/or WTP. No jobs shall be created in a promotional line that will infringe, in any way, upon the promotional opportunities of currently employed individuals.

32. Clean Air Act of 1970, Federal Water Pollution Control Act, Patents and Copyrights and State Energy Plan

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended, and Federal Water Pollution Control Act, as amended, Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15), and to report any violations of said standards, orders or regulations to the Grantee and the U.S. Environmental Protection Agency Regional Office.

The Clean Air Act of 1970, as amended, is to establish federal standards for air pollutants from stationary and mobile sources and to work with the states to regulate polluting emissions. It is designed to improve air quality in areas of the country which do not meet federal standards and to prevent significant deterioration in areas where air quality exceeds those standards.

The Federal Water Pollution Control Act, as amended, is to restore and maintain the chemical, physical and biological integrity of the nation's waters.

The Contractor agrees to comply with all federal requirements regarding Patents and Copyrights and the adherence to the State Energy Conservation Plan.

33. Performance Requirements

NA

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34. Assumption of Liability With Respect to Certain Contractor Eligibility Determinations

The parties agree that should Contractor render services to any program participant prior to the Contractor receiving certification that the participant is eligible, Contractor shall be liable for any questioned or disallowed costs incurred prior to eligibility certification which result from a subsequent determination that the participant is not eligible to participate in the program.

35. Programmatic Participant Records Management

NA

36. Financial Assistance Procedures (Pell Grant, HEA, et al)

NA

37. Sanctions

In accordance with 20 CFR 97.36(l)(1), CLMRWDB will provide for sanctions and penalties as may be appropriate for any administrative, contractual or legal remedies in instances where Contractors violate or breach contract terms.

- A. Termination for Breach – CLMRWDB may terminate this Contract for any breach of the contract terms, non-performance or failure to achieve performance goals, upon no less than thirty (30) days' notice in writing to Contractor. If applicable, the funding entity may employ default provisions in Chapter 60A-1.006(3), FAC. Waiver of any breach in a provision of this Contract shall not be deemed a waiver of any other or subsequent breach and shall not be construed as a modification of the terms of this Contract. In the event of termination pursuant to this paragraph, Contractor shall be compensated only for work satisfactorily completed prior to notification of termination, less any damages incurred as a result of breach or non-performance. This provision does not limit CLMRWDB's right to remedies at law or in equity.
- B. Remedies for Breach – In the event of a breach by Contractor of any of the terms or conditions of this Contract, CLMRWDB may elect one or more of the following remedies:
 - 1. Requiring a written report of corrective action within a specified time frame;
 - 2. Withholding payment;
 - 3. Formal Audit of funds spent to date;
 - 4. Removal from CLMRWDB's Bidder List;
 - 5. Disallowing claims, payments or costs;
 - 6. Deobligating contract funds;
 - 7. Legal actions to recoup unspent funds;
 - 8. Increasing monitoring of program operations;
 - 9. Suspending or terminating the Contract;
 - 10. Legal actions as warranted.

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38. Labor Standards - Displacement Prohibitions

WIOA Section 181(b) states:

(2) Displacement:

(A) Prohibition. A participant in a program or activity authorized under this title (referred to in this section as a "specified activity" shall not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).

(B) Prohibition on impairment of contracts.--A specified activity shall not impair an existing contract for services or collective bargaining agreement, and no such activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.

(3) Other prohibitions. A participant in a specified activity shall not be employed in a job if

(A) any other individual is on layoff from the same or any substantially equivalent job;

(B) the employer has terminated the employment of any regular employee or otherwise reduced the workforce of the employer with the intention of filling the vacancy so created with the participant; or

(C) the job is created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals (as of the date of the participation).

(4) Health and safety. Health and safety standards established under Federal and State law otherwise applicable to working conditions of employees shall be equally applicable to working conditions of participants engaged in specified activities. To the extent that a State workers' compensation law applies, workers' compensation shall be provided to participants on the same basis as the compensation is provided to other individuals in the State in similar employment.

(5) Employment conditions. Individuals in on-the-job training or individuals employed in programs and activities under this title, shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work.

(6) Opportunity to submit comments. Interested members of the public, including representatives of businesses and of labor organizations, shall be provided an opportunity to submit comments to the Secretary with respect to programs and activities proposed to be funded under subtitle B.

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(7) No impact on union organizing. Each recipient of funds under this title shall provide to the Secretary assurances that none of such funds will be used to assist, promote, or deter union organizing.”

The Contractor agrees to take all appropriate steps to insure that no funds are used in contravention of the provisions cited above.

39. Notices

Transmittal of notices regarding this contract from the Contractor to the Grantee shall be made in writing detailing information which effects the contract. These notices shall be sent to: **Thomas E. Skinner, Chief Executive Officer, CLMRWDB, 3003 SW College Road, Suite 205, Ocala, FL 34474.** All notices should include the program name, the contract number and date change takes effect.

40. Notice of Requirements Pertaining to Rights to Data.

Specifically, the awarding agency and the Department of Labor shall have unlimited rights to any data first produced or delivered under the agreement (agreements which involve the use/development of computer programs/applications, or the maintenance of databases or other computer data processing program, including the inputting of data).

41. Headings

Headings contained in the Contract are provided for ease of reference and are not to be construed as part of the Contract.

42. Page Numbers

Page numbers throughout this Contract are consecutive from page 1 through the Signature Page of the pre-formatted Boiler-Plate Contract. Pages inserted within the Contract under Statements/Certifications and any Exhibits will be numbered with the appropriate section page number followed by A, B, C, or -1, -2, -3, etc., until each page inserted in those areas are counted in the Contract.

43. 501(c) Disclosure

A tax-exempt organization under s.501(c) of the Internal Revenue Code of 1986 which receives funds under this chapter must disclose receipt of federal funds on any advertising, promotional, or other material in accordance with federal regulations.

44. Termination for Cause

If, through any cause, the Contractor shall fail to fulfill its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of the Contract, the Grantee shall thereupon have the right to terminate this Contract, by giving written notice to the Contractor (via register mail, return receipt requested) of such

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termination and specify the effective date thereof, at least fifteen (15) days before the effective date of such termination. The Contractor has 30 days from the termination date to close this Contract.

Anything to the contrary notwithstanding, cancellation shall be instant if at any time the Department of Labor or the State of Florida cancels, fails to fund or otherwise terminates or negates the Grant through which this Contract is funded. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Grantee, become the Grantee's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any breach of the Contract by the Contractor, and the Grantee may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Grantee from the Contractor is determined.

It is expressly agreed that the Grantee's determination as to the quality and acceptability of services under this Contract shall be conclusive, subject to any rights of appeal available to the Contractor.

45. Termination for Convenience

- a. Either party may request termination for convenience by providing the other with no less than thirty (30) calendar days written notice (via register mail, return receipt requested) prior to the effective date of such termination.
- b. The performance of work under the Contract may be terminated, in whole, or from time to time, in part, by the Grantee whenever the Grantee determines that such termination or suspension is in the best interest of the Grantee and the CLMRWDB. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination (via registered mail, return receipt requested) specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. In no instance shall a termination for convenience be effective in less than fifteen (15) days after receipt of notice thereof.
- c. After receipt of the Notice of Termination, the Contractor shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. The Contractor has 30 days from the termination date to close this Contract. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal 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 Contractor agrees to:

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- (1) Settle all outstanding liabilities and all claims arising out of such cancellation of commitments; or ratify all such settlements; and,
- (2) Assign to the Grantee in the matter, at the time and to the extent directed by the Grantee, all of the rights, title, and interest of the Contractor under the orders and Sub-Contracts so terminated.

46. **Counterparts to the Contract:** This Contract will be executed in two exact counterparts by original signature of the parties' representatives. Grantee will furnish the Contractor with one of the two originally executed counterparts.

47. **Acronyms**

AA	Affirmative Action
ABE	Adult Basic Education
ACT	Personal Responsibility & Work Opportunity Reconciliation Act of 1996
ADA	Americans with Disabilities Act
ALMIS	America's Labor Market Information System
ARRA	American Recovery and Reinvestment Act
CBO	Community Based Organization
CEO	Chief Elected Official
CF	College of Central Florida
CFDA	Catalog of Federal Domestic Assistance
CFR	Code of Federal Regulations
CIP	Classification of Instructional Program
CLMRWDB	Citrus Levy Marion Regional Workforce Development Board
CLM	(CLM) CareerSource Citrus Levy Marion
CRT	Classroom Training
CSWEX	Community Service Work Experience
DCF	Department of Children & Families
DEO	Department of Economic Opportunity
DOE	Department of Education
DOL	Department of Labor
DOT	Dictionary of Occupational Titles
DVOP	Disabled Veteran Outreach Program
DVR/VR	Division of Vocational Rehabilitation
DW	Dislocated Worker
ED (C)	Economic Development (Council)
EEO (C)	Equal Employment Opportunity (Commission)
EER	Entered Employment Rate (Job Placement Rate)
EFM	Employ Florida Marketplace
ESL/ESOL	English as a Second Language
EST	Employment Skills Training
ETA	Employment and Training Administration (USDOL)
EZ	Enterprise Zone
FBO	Faith Based Organization
FETPIP	Florida's Education and Training Placement Information

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	Program	
FY	Fiscal Year	
GED	General Equivalency Diploma	
HEA	Higher Education Act	
IEP	Individual Employment Plan	
IRP	Individual Responsibility Plan	
I/S	In School	
ISS	Individual Service Strategy	
ITA	Individual Training Account	
ITN	Invitation to Negotiate	
LEA	Local Education Agency	
LEO	Local Elected Official	
LLSIL	Lower Living Standard Income Level	
LMA	Labor Market Area	
LMI	Labor Market Information	
LVER	Local Veteran's Employment Representative	
MIS	Management Information Systems	
MMR	Monthly Management Report	
MSA	Metropolitan Statistical Area	
NACO	National Association of Counties	
NAWB	National Association of Workforce Boards	
NAWDP	National Association of Workforce Development Professionals	
NEG	National Emergency Grant	
NFA	Notice of Funds Available	
OJT	On The Job Training	
OMB	Office of Management & Budget	
O/S	Out of School	
OSMIS	One Stop Management Information System	
OST	Occupational Skill Training	
OY	Older Youth	
PY	Program Year	
RFB	Request for Bid	
RFP	Request For Proposal	
RFQ	Request for Quotation	
SIC	Standard Industrial Code	
SNAP	Supplemental Nutrition Assistance Program	
TAA	Trade Adjustment Assistant	
TABE	Test of Adult Basic Education	
TANF	Temporary Assistance for Needy Families	
TCA	Temporary Cash Assistance	
TJTC	Targeted Jobs Tax Credit	
UC	Unemployment Compensation	
VR	Vocational Rehabilitation	
WDB	Workforce Development Board	
WEX	Work Experience	
WFI	Workforce Florida, Inc.	
WIOA	Workforce Innovation and Opportunity Act	

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WOTC	Work Opportunity Tax Credit
WP	Wagner-Peyser
WTI	Withlacoochee Technical Institute
WTP	Welfare Transition Program
WtW	Welfare to Work
YY	Younger Youth

48. Sarbanes-Oxley Act of 2002 and Section 1553, Federal Acquisition Regulation Case 2009-012, ARRA

As specified in the Sarbanes-Oxley Act of 2002 and Section 1553, Federal Acquisition Regulation Case 2009-012, ARRA: It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC). It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC). The contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub L.111-5).

49. Reporting Of Additional Funding Sources

Upon acceptance of a Workforce grant award, Contractor accepts responsibilities involving the management and administration of programmatic, financial and reporting aspects of the grant project. Communication and coordination between the Grantee and Contractor is essential for a successful grant project. Contractor is responsible to immediately notify Grantee of all additional funding received, directly or indirectly, and the sources that have a significant impact on Workforce grant-supported projects/activities.

This information may be required where collaboration and/or coordination with other programs, services, or activities are required or desired. In these cases, Contractors must describe how activities funded from this grant will be coordinated with other programs, services, and activities funded from other sources. The purpose of such coordination is to ensure that:

- the use of funds from all sources is maximized;
- program services and activities are not duplicated among programs; and
- services are provided to participants in an integrated, coherent fashion.

Contractor will complete CareerSource Citrus Levy Marion form # FM-WC-020, and labeled as Exhibit IX. Once the information is received, CareerSource Citrus Levy Marion and Contractor will discuss the impact of the additional funding and if appropriate, modify the existing contract.

50. Contract Closeout Procedures

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Closeout procedures for contracts/grants are necessary to ensure the timely closure of contracts, and to facilitate the timely and accurate financial and programmatic information reporting as required by federal and state mandates. Contractor agrees to adhere to the specific closeout actions and procedures as required by CareerSource Citrus Levy Marion's policy LOP-WC-025 and/or additional Board instructions after receipt of notice of termination of a contract/grant or at the end of the contracted period. Contractor also agrees to provide additional information and/or documents that may be required to effectively terminate the contract which may not be explicitly mentioned or enumerated in the local operating policy.

51. Intellectual Property Rights

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: (a) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and (b) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

52. Priority of Service

For projects funded with ARRA funds, Priority of service must be applied when the individual is being served using these funds. Priority must be given to recipients of public assistance and low-income individuals. When veteran's priority is applied in conjunction with the statutory priority referenced in ARRA priority for recipients of public assistance and low-income individuals, veterans and eligible spouses who are members of the priority group must receive the highest priority within that priority group, followed by non-veteran members of the ARRA priority group.

53. Green Jobs Act of 2007

Contractor is subject to the administrative standards and provisions of the Green Job Act of 2007, Public Law 110-140, 121 Stat. 1748 (codified at 29 U.S.C. 2916).

54. Marketing and Communications

All marketing and instructional materials produced under this agreement should recognize that the program is a partnership between CSNCFL and CareerSource Citrus Levy Marion under a grant through the US Department of Labor. When issuing

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statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part with Federal money, all Contractors receiving Federal funds, shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and (2) the dollar amount of Federal funds for the project or program.

55. Required Language on Products Developed With Grant Funds

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

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

56. Restrictions on Food and Beverage Costs

As a subrecipient of federal and state financial assistance (“grants”), which are provided to the Contractor by CSNCFL in the performance of this contract, Contractor is responsible for following the below guidelines as established by s. 445.007(10), Florida Statutes:

“State and federal funds provided to the regional workforce boards may not be used directly or indirectly to pay for meals, food, or beverages for board members, staff, or employees of regional workforce boards, Workforce Florida, Inc., or the Agency for Workforce Innovation except as expressly authorized by state law. Preapproved, reasonable, and necessary per diem allowances and travel expenses may be reimbursed. Such reimbursement shall be at the standard travel reimbursement rates established in s. 112.061 and shall be in compliance with all applicable federal and state requirements. Boards are prohibited from expending state or federal funds for entertainment costs and recreational activities for board members and employees as these terms are defined by 2 C.F.R. part 230.

In accordance with DEO FG-071 dated May 7, 2012, the following exception applies to the policy as it pertains to Workforce Youth Services Program participants: ***“State and federal funds may be used to provide food, beverage or dining activities for youth enrolled and participating in workforce youth programs provided that participants are not reimbursed in excess of the state per diem amounts for the specific meal or if contracted for by the regional workforce board, that such expenditures for all food and beverage per person per meal (including any associated costs such as, but not limited to, sales tax and service) shall not exceed those amounts stated in Florida Statutes 112.061(6)(b).***

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57. Restrictions on Contracts With Grantee Board Members

Any agreement between the CSNCFL and an organization or individual represented on the Grantee's Board of directors must be approved by a two-thirds vote of the Board. Any expenditures prior to the date of approval shall not be reimbursed to the organization or individual represented on the Board of Directors if the contract is rejected by a vote of the Board.

58. Contractor agrees to comply with the Davis-Bacon Act as amended, as supplemented, the Copeland Anti-Kickback Act, as supplemented, and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented, regarding labor standards for federally assisted construction subagreements.

59. Rights to Inventions Made Under Contract

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

60. Stevens Amendment

The funds related to this agreement are provided in entirety by the United States Department of Labor. No funds used in this contract are non-federal funds.

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STATEMENTS/CERTIFICATIONS

Contract #PY *****

STATEMENT OF CONTRACTOR'S MAINTENANCE OF PARTICIPANTS AND FINANCIAL RECORDS

The following individual(s) and site(s) have been delegated signatory authority for the program's participant and financial documents:

1. _____
Typed Name/Title of Signee

Signature

Address

Telephone

Date

2. _____
Typed Name/Title of Signee

Signature

Address

Telephone

Date

3. _____
Typed Name/Title of Signee

Signature

Address

Telephone

Date

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CONFLICT OF INTEREST STATEMENT/CERTIFICATION

The Contractor must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this Contract.

SECTION I

I hereby certify that no official or employee of the Grantee or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (Type or Print)

Business Address

Date

City, State, Zip Code

SECTION II

I hereby certify that the following named Grantee official(s) and employee(s) having material financial interest(s) [in excess of 5%] in this company have filed the appropriate Conflict of Interest statements with the Grantee prior to the beginning date of this Contract.

Name

Title or Position

Date of Filing

_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature

Company Name

Name of Certifying Official

Business Address

Date

City, State, Zip Code

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it, and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;
 - b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in 1b. above, of this certification; and
 - d. Have not, within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
2. That if the prospective primary participant is unable to certify to any statements in this certification, such prospective primary participant shall attach an explanation to the proposal.

Name & Title of Authorized Representative

Signature

Date _____

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
2. If any other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification can be included in the award documents for all subawards at all tiers (including SubContracts, subgrants and Contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor/Name of Certifying Official

Signature of Certifying Official

Date

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CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

I, _____, an authorized representative of the Contractor do hereby make the following certification with respect to the execution of responsibilities assigned to the CLMRWDB by WIOA and the Drug-Free Workplace Act of 1988. The Contractor will:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying action that will be taken against employees for violation of such prohibition;
- b. Establish a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Make it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a) of this certification;
- d. Notify the employees in the statement required by paragraph (a) of this certification that, as a condition of employment under the grant, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the Contractor of any criminal drug statute conviction, for a violation occurring in the workplace, no later than five (5) days after such conviction; and
- e. Notify the CLMRWDB within ten (10) days after receiving notice under this subparagraph (d) (2), from an employee or otherwise receiving Actual notice of such conviction;
- f. Take one of the following actions, within 30 days of receiving notice under the subparagraph (d)(2), with respect to any employee who is so convicted:
 1. Take appropriate personnel action against such an employee, up to and including termination; or

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2. Require such employee to participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, Local health, law enforcement, or other appropriate agency;

- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

The Contractor shall insert in the space provided below the site(s) for the performance of work done in connection with the specific Contract.

Place of Performance (street address, city, state, zip code and county)

Contractor:

Street Address:

City, State, ZIP Code:

County:

Signature of Certifying Official

Date

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**SWORN STATEMENT UNDER SECTION 287/133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary
public or other officer authorized to
administer oaths.)

STATE OF

COUNTY OF

Before me, the undersigned authority, personally appeared _____,
who, being by me first duly sworn, made the following statement:

1. The business address of
_____ (Contractor) is
.

2. My relationship to (Contractor) is
_____ (relationship such as sole proprietor, partner,
president, vice president).

3. I understand a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public-entity crime, or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity

Contract #PY *****

crime in Florida during the preceding 36 months.

6. Neither the Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Contractor nor any affiliate of the Contractor has been convicted of a public entity crime subsequent to July 1, 1992.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Contractor who is active in the management of the Contractor or an affiliate of the Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vender list. The name of the convicted person or affiliate is _____, A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies.)

Signature/Date

Sworn to and subscribed before me in the state and county first mentioned above on the ____ day of _____, 2020.

_____, (affix seal)
Notary Public

_____,
My Commission Expires

**CERTIFICATION REGARDING NONDISCRIMINATION & EQUAL
OPPORTUNITY ASSURANCES**
(29 CFR Part 37 and 45 CFR Part 80)

As a condition of the award of financial assistance from the Department of Labor under Title 1 of the WIOA, the CONTRACTOR assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I B financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The CONTRACTOR also assures that it will comply with 29 C.F.R. Part 37 and all other regulations implementing the laws listed above. This assurance applies to the CONTRACTOR'S operation of the WIOA Title I – financially assisted program or activity, and to all agreements the CONTRACTOR makes to carry out the WIOA Title I – financially assisted program or activity. The Contractor understands that Grantee and the United States has the right to seek judicial enforcement of the assurance.

By signing below, the CONTRACTOR certifies and assures that it will fully comply with the applicable assurances outlined above.

Name and Title of Authorized Representative

Signature

Date

**CERTIFICATION OF ASSURANCE OF COMPLIANCE WITH TITLE VI OF
THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE
REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION
AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975.**

The CONTRACTOR provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

THE CONTRACTOR HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

The CONTRACTOR agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Contractor, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant/Recipient for the period during which it retains ownership or possession of the property. The Applicant/Recipient further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) below is/are authorized to sign this assurance, and commit the CONTRACTOR to the above provisions.

Date

Signature and Title of Authorized Official

Name of Contractor

Street

City, State, ZIP Code

CONTRACTOR DISCLOSURE AND CERTIFICATION

For the purposes of the contract between CareerSource North Central Florida (Regional Workforce Board) And CareerSource Citrus Levy Marion (Contractor), the following disclosure is made:

The principals* and owners* of the contracting entity:

- ☐ Have no relative** who is a member of the board;
- ☐ Have a relative** who is a member of the board, whose name is _____

(See list of board members on next page)

There is/is not (circle one) a principal or owner who is a member of the board. If applicable, the principal's or owner's name is _____.

There is/is not (circle one) a principal or owner who is an employee of the board. If applicable, the principal's or owner's name is _____.

*"Principal" means an owner or high level management employee with decision-making authority.

**"Owner" means a person having any ownership interest in the contractor.

***"Relative" means father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law. 112.3143(1)(b), Fla. Stat.

I hereby certify that the information above is true and correct.

Date Filed

Signature of Authorized Representative

Printed Name

Title

Additional Certifications Applicable to this Contractor/Contract
The contractor assures compliance with each of the additional required certifications applicable to this contract

1. Trafficking Victims Protection Act of 2000: RWBs must include the requirements shown below in any grant you make to a private entity.

You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- I. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - II. Procure a commercial sex act during the period of time that the award is in effect; or
 - III. Use forced labor in the performance of the award or subawards under the award.
2. Veteran's Priority of Service Provisions: Contractor agrees to be governed by the priority of service requirements of 38 USC 4215 and 20 CFR Part 1010. Section 4215 of Title 38 requires that priority of service be provided to veterans and spouses of certain service members and veterans for the receipt of employment, training, and placement services. Agreement by a program operator to implement priority of service is a condition of receipt of DOL funds.
 3. Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.
 4. Environmental Tobacco Smoke. In accordance with Part C of P.L. 103-227, the "Pro-Children Act of 1994," smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal Programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. The law does not apply to children's services

provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

5. Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act will be American-made.

The person or persons whose signature(s) appear(s) below is/are authorized to agree to and sign these assurances, and commit the CONTRACTOR to all of the above provisions.

Date

Signature and Title of Authorized Official

Name of Contractor

Street

City, State, ZIP Code

CAREERSOURCE North Central Florida - BOARD MEMBERS - AS OF XXXXX

AUTHORIZATION TO INCUR TRAVEL EXPENSES FOR ALL STAFF

February 1, 2020 – June 30, 2020

Contractor/Provider/Agency: _Career Source Citrus Levy Marion

STAFF NAME	POSITION/TITLE	TRAVEL ESTIMATE AMOUNT
Rusty Skinner	CEO	
Kathleen Woodring	EVP	
Dale French	Director of Operations	
Cory Weaver	Assistant Operations Director	

Travel Justification: Attends local, community and out-of-state meetings, board/committee meetings, partner workgroups, meetings with subcontractors, training opportunities, events and conferences requiring vicinity mileage travel.

Agency Representative's Name: _____

Signature

Date

Approved by CareerSource North Central Florida Board Chair:

Signature

Date

EXHIBIT I – Contract Dates

FEBRUARY 1 THROUGH JUNE 30, 2020

EXHIBIT II - Statement of Work/Scope of Work

EXHIBIT III – Budget/Budget Narrative

EXHIBIT IV – Performance Requirements

Not Applicable for Administrative Entity Services

EXHIBIT V – Job Descriptions and Resumes

Not applicable

EXHIBIT VI – Salary Structure

Not applicable

**EXHIBIT VII – RFP/ITN Page Noting Option to Renew
(Excerpt from ITN)**

Emergency contract, Sole Source approved by the Department of Economic Opportunity

EXHIBIT VIII – Report of Additional Funding/Expenditures Form

(Example of Form)

TO: CareerSource North Central Florida

WORKFORCE CONTRACT AGREEMENT NUMBER	
GRANTEE OF ADDITIONAL FUNDING (Name/Address):	
ADDITIONAL FUNDING APPROVAL DATE:	

FUNDING/EXPENDITURE INFORMATION

a. Funding/Grant Amount	\$	
b. Funds Received to Date	\$	
Funds Allocated in the Following Manner:		
c.	\$	
d.	\$	
e.	\$	
f.	\$	
g.	\$	

<p style="text-align: center;"><u>SIGNATURE OF PERSON AUTHORIZED IN AGREEMENT</u></p> <p>I hereby certify that the foregoing is a complete report of all additional funding that has/will be received, directly or indirectly, in addition to the funds received by CareerSource Citrus Levy Marion in reference to the Project.</p> <p>_____</p> <p>Signature: _____</p>	<p>_____</p> <p>Title</p>	<p>_____</p> <p>Date</p>
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EXHIBIT IX

Sub-recipient DUNS and Federal Award Identifiers

EXHIBIT – X

SIGNATURE PAGE

IN WITNESSES WHEREOF, the parties hereto have duly executed this Contract and in signing on the date written below, thereby validating this Contract, the parties also certify that each possesses legal authority to contract and bind their respective organizations in their capacity as a signatory official.

ALACHUA BRADFORD
WORKFORCE DEVELOPMENT BOARD, INC.

CAREERSOURCE CITRUS LEVY
MARION

BY: _____
Signature

BY: _____
Signature

Typed Name of Signee

Typed Name of Signee

Board Chair
Title

Title

Date

Date

WITNESSES:

WITNESSES:

Signature

Signature

Signature

Signature

Proposed Initial Interim Administrative Entity Budget
December 13, 2019- January 31, 2020 (7 weeks)

Executive Staff/ Board Administration

Name/Position	Weeks	Hours/Wk	Rate#	Total
Rusty Skinner	21.4	45	\$ 80.42	\$ 77,444.46
Kathleen Woodring	21.4	35	\$ 66.02	\$ 49,448.98
Laura Byrnes- Communication	21.4	2	\$ 45.80	\$ 1,960.03
Dale French- Direct Provider/ contracts/RSO	21.4	15	\$ 55.37	\$ 17,773.77
Cory Weaver-Performance management /Reports	21.4	10	\$ 41.01	\$ 8,776.14

while specific staff and rates are listed CLM reserves the right to substitute staff
where different specific expertise exceeds staff listed, but will not exceed total staff costs.

IT

Transition Services Contract	21.4		\$ 1,125.00	\$ 24,075.00
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Annual Plan

TPMA- Direct Contract with CSNCFL
 Initial cost estimate through Jan 3i not included in CLM Budget request

\$ 8,000.00

Staff Training

		Staff	per staff		
Busiiness Services Training (add on to CLM contract)		6	\$ 900.00	\$	5,400.00
CSNCFL					

Communications

see above

Travel

Gainesville/Starke mileage	21.4	100		\$	952.30
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Total

\$ 185,830.68

Indirect Cost Ra 25.95%

\$ 48,223.06

Overhead 15.00%

\$ 27,874.60

Total Funding Request

\$ 261,928.34

Rate# - includes fringe benefits
 * hourly staff compensation at 1.5 times base

Staff will have separate times codes for CSNCFL hours; travel will be recorded on separate mileage forms