

SUNCOAST WORKFORCE BOARD CONTRACT 10-02

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CONTRACT No. 10-02
(THIS IS A SERVICE PROVIDER SUB-RECIPIENT CONTRACT)

THIS AGREEMENT, entered into effective the 2nd day of February, 2010 by and between the Suncoast Workforce Board, Inc., hereinafter referred to as the "Suncoast Workforce Board" or "SWB", a Florida corporation not-for-profit, with offices located at 3660 N. Washington Blvd, Sarasota, Florida 34234,

AND

The School Board of Sarasota County, Florida, hereinafter referred to as "Contractor" with offices located at 1960 Landings Boulevard, Sarasota, FL 34231

WITNESSETH THAT:

WHEREAS, the Suncoast Workforce Board, Inc. has entered into an agreement with the Governor of the State of Florida to administer federal grants from the Employment and Training Administration-Department of Labor, through Workforce Florida Inc. and the Agency for Workforce Innovation, for the execution and implementation of comprehensive youth services included under the Workforce Investment Act of 1998, Public Law 105-220, 20 USC 9201 (hereinafter referred to as the Workforce Investment Act or WIA) as implemented under Chapter 445 F.S. and the Florida Workforce Innovation Act of 2000, as amended, the American Recovery and Reinvestment Act of 2009 (ARRA) funding for activities authorized under the Workforce Investment Act of 1998 (WIA) and according to applicable public law; and,

WHEREAS, the Suncoast Workforce Board and the State of Florida are desirous of providing the full range of workforce services to eligible at-risk youths under WIA in order to enhance and prepare them for current and future employment leading to maximum employment opportunities and self-sufficiency; and,

WHEREAS, the Suncoast Workforce Board, Inc. desires to engage the Contractor to serve the Board as a sub-recipient by providing services to out-of-school, at risk youths, aged 18 through 21, including a range of services and allowable activities under WIA, as further described herein,

NOW THEREFORE, in consideration of the promises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

ARTICLE 1

AGREEMENT PURPOSE, TERM AND RENEWAL

1.1 Purpose

It is the purpose of this Agreement to state the covenants and conditions under which the Contractor will implement and provide services, as shall be described herein, to be funded under the Workforce Investment Act of 1998, Public Law 105-220, 20 USC 9201 (hereinafter referred to as the Workforce Investment Act or WIA) as implemented under Chapter 445 F.S; the Workforce Innovation Act of 2000), American Recovery and Reinvestment Act of 2009 (ARRA), and under the contracting powers of the Suncoast Workforce Board (SWB).

1.2 Term

The term of this Agreement is from February 2, 2010 to and including June 30, 2011.

1.3 Renewal

This is an 17-month contract, which could be renewed for up to an additional 3 years and 7 months for a total contract period of 5 years, provided measurable performance outcomes are successfully achieved and if funding is available, at the discretion of the Suncoast Workforce Board. If renewed, the budget and contract shall be renegotiated.

END OF ARTICLE 1

ARTICLE 2

FISCAL MANAGEMENT

2.1 **General Terms**

2.1.1 Funding Independent from Consortium Members

It is agreed that all funds herein contracted for are funds granted to SWB from the USDOL or the State of Florida and are not from funding sources of any member of the SWB consortium.

2.1.2 Compliance with WIA and ARRA

The Contractor agrees to implement this Agreement in accordance with the WIA, ARRA, and any and all applicable federal, state and local laws, regulations, policies, and procedures. Contractor understands that nothing in this Agreement will relieve Contractor from adherence to applicable federal, state and local laws and regulations. Allowability and allocation of costs to the cost categories shall be governed by WIA, the Federal Office of Management and Budget (OMB) Circulars, the Catalog of Federal Domestic Assistance, Regulations governing WIA, SWB policies, and the budget attached to this Agreement as **Exhibit A**. Any conflict or inconsistency between the above laws and regulations and this Agreement will be resolved in favor of those laws, regulations, policies and procedures.

2.2 **Compensation**

2.2.1 Total Compensation

The total funds allocated for the program to be operated under this Agreement shall not exceed **\$225,000** for the period February 2, 2010 through June 30, 2011.

2.2.2 Payments Limited to the Program and Cost Reimbursement Budget

The maximum funds available under this Agreement will be the amount budgeted which includes direct and indirect costs and profit margin. Funds will be made available to the Contractor by SWB on a performance basis for allowable costs as defined by OMB Circular A-122, federal, state and local laws and guidelines and in accordance with the line item budget limitations within each cost category of the budget attached hereto as Exhibit A. Funds awarded under this Agreement shall also be limited to:

- a. The operation of the program described and in accordance with the terms and conditions set forth herein, and
- b. The period for performance as stipulated in the introductory clause of this Agreement or as it may be amended.

- c. The terms and conditions of this Agreement, including the supporting detail and positions approved in the budget attached to this Agreement as Exhibit A.

For the portion of expenses or costs withheld for performance, Contractor will be paid the amount withheld upon satisfactory documentation of performance achievement.

2.3 **Fiscal Controls**

2.3.1 Maintenance of Fiscal Records in Accordance with GAAP

Contractor agrees to maintain their books and records in accordance with Generally Accepted Accounting Principles (GAAP), and to institute fiscal controls as established by SWB from time to time so as to be able to satisfactorily account for all monies spent in order to perform their obligations under this Agreement.

2.3.2 Segregation of Contract Funds

Contractor shall keep program funds segregated from other funds belonging to Contractor's organization by maintaining separate ledgers.

2.3.3 Indirect Cost

Contractor shall provide SWB a copy of the most current, approved cost plan if an indirect rate is being charged. If there is not an approved indirect cost rate, Contractor shall provide SWB with a spreadsheet of actual overhead costs, reconciling and explaining the part or percentage charged to this contract.

2.3.4 Contractor Responsible for Actions of Employees and Representatives

Contractor shall be responsible for the actions of its representatives, employees, and instructors with regard to all aspects of the Contractor's program including, but not limited to, the certification and submission of time and attendance records, invoices, submission and verification of financial reports, and maintenance of records.

2.3.5 Access to Records Prior to Funding

Upon reasonable demand and/or within thirty (30) days prior to funding any program or service, Contractor shall allow SWB to evaluate Contractor's fiscal and personnel systems to be assured of Contractor's capability to manage programs or projects funded by this Agreement or any amendment thereto.

2.3.6 Contractor Obligation of Training and Support Funds

Contractor shall be responsible for services to WIA youth program participants and special grant populations. In providing services to these groups, Contractor will obligate support services and training funds, which shall be reimbursed or

paid by SWB to the provider of the services. To assure expenditure requirements are met for the various funding streams and that funds are not over-obligated beyond what SWB has available for each program year, Contractor shall maintain a master file for all obligations to participants. Obligations for each enrolled participant shall be recorded in the participant's electronic and/or hard copy case file as appropriate.

2.4 Funding Authority and Limitations

2.4.1 Deobligation for Non-Performance

SWB may deobligate or redistribute the funds under this Agreement or any amendment hereto if Contractor is not able to perform effectively, or Contractor's total program costs will not be expended in accordance with the amount of funds allocated.

2.4.2 Funds Limited to the Contract Program

Funds accrued or allocated to the Contractor under this Agreement or any amendment to this Agreement cannot be used by the Contractor to support other programs operated by the Contractor under a different agreement or amendment, or to pay for costs not provided for in Contractor's line item budget, nor can the funds be carried over to a new contract or amendment without the express written permission of SWB.

2.4.3 Agreement Contingent Upon SWB's Receipt of Funds

Contractor agrees and understands that funds allocated to the Contractor under this Agreement, or any amendments or modifications thereto, are contingent upon the WIA and special grant funds received by SWB. SWB, therefore, reserves unto itself the right to unilaterally deobligate, modify or amend Contractor's budget in proportion to SWB's funding level and at the sole discretion of SWB or, if necessary, suspend or terminate this Agreement or any amendment hereto instantaneously and as may be necessitated by SWB's funding levels. However, barring unforeseen circumstances, SWB will give Contractor at least 30 days notice of any such action. Any deobligation, modification or amendment of the funds allocated in the Contractor's Agreement, or any amendment hereto, shall be effective upon notification to the Contractor by SWB. In such instances, costs will be reimbursed up to the date of cancellation only; thereafter, neither SWB nor Contractor shall have any obligations whatsoever to complete or otherwise continue the Program.

2.5 Method of Payment

2.5.1. Cost Reimbursement and Performance

Contractor will receive payment under this contract through cost reimbursement based on the approved budget, and less any amount withheld for the performance risk pool as outlined in Article 5.13. The Contractor will be responsible for direct payment of all line items, including staff and related costs, such as travel, training, supplies, etc., in accordance with the approved budget.

Contractor will also pay for all participant-related costs directly. Contractor will be responsible for tracking line item costs and authorizing the payment of costs in support of participants, such as tuition, books, and child care. For cost reimbursement, Contractor will be responsible for forwarding requests for payment, along with appropriate back-up documentation, to the SWB Finance Department for direct payment. Any requests for payment that are determined by the SWB to be ineligible or requiring further documentation will be returned to the Contractor for further information. All costs must meet the criteria of “reasonable and necessary” and be allowable costs in accordance with the laws and regulations governing the different funding streams utilized. Payment for services determined to be unallowable under funding rules will not be made.

2.5.2. Advance Payments

SWB does not anticipate the need for advance payments to Contractor for operating costs. Contractor is expected to have sufficient viability to cover all start-up costs and ongoing payroll and expenses. In the event of an unforeseen emergency, SWB reserves the right to provide an advance payment to maintain the stability of services to customers.

2.5.3 Invoicing

In order to receive payment, Contractor is requested to submit an invoice to SWB no later than the fifteenth (15th) calendar day of the month following the reporting period. The invoice shall be for allowable costs as described in Contractor’s budget and as governed by applicable laws. The invoice for Contractor expenses incurred according to the budget, as set out in Exhibit A, for which Contractor is seeking reimbursement must be accompanied by all documentation necessary to substantiate the expenses. If all such documentation is included, payment will be made, less performance risk pool withhold, within 3 weeks of receipt of invoice.

Invoices containing costs not supported by the proper documentation or for items not detailed in Contractor’s line item budget shall be paid minus the expenditures lacking documentation or not included in Contractor’s budget. When documentation is provided, the costs will then be reimbursed subject to contract closeout as provided for herein when applicable.

An invoice for expenditures incurred for the final month of the contract period will be submitted in accordance with the timeframe specified in the contractual agreement. An initial invoice will be submitted by the 15th day of the month following the final month of the contract. A final invoice reflecting final disbursements for the expenditures incurred will be submitted by the 45th day following the end of the contract period. No further invoices will be accepted after this date. It is the responsibility of Contractor to assure that all obligations incurred as of the last effective date of this contract have been paid as of the final invoice date. Exception will be made only for performance measures that cannot be accurately calculated and reported until after the contract end date.

2.5.4 Changes to the Budget

Any budget line item, excluding personnel costs (salaries, fringes, etc.), may have an acceptable variance of up to fifteen (15) percent within its funding stream. The Contractor may unilaterally amend the budget line items within the limits of this variance as long as the budget does not exceed the authorized contract amount for each funding stream. A copy of any such amendment must be sent to the SWB prior to invoicing for those costs. All other requests for budget amendment must be submitted in writing and approved by SWB in advance of the expenditure.

2.6 **Payment Adjustments/Suspensions**

2.6.1 Reimbursement of Non-Budgeted and Unallowable Costs

SWB shall not reimburse or pay any expenditures, costs, or payments for services to Contractor pursuant to this Agreement which are found to be unallowable, or which are found to be inconsistent with 2.5.4 and the last approved budget; provided, however, that said budget may be revised for more efficient and effective use of monies available under the Agreement upon written request by the Contractor to SWB and written approval thereof by SWB in advance of the expenditure.

2.7 **Property Management**

2.7.1 Property Use Limited to the Program

Property leased or purchased with contract funds, including personal or real property, shall only be used in implementing the SWB programs funded by this Agreement or any amendment hereto. Title to the property shall vest with SWB,

and the property shall be returned to SWB upon termination of this Agreement, unless such property is to be utilized in a continuing program funded by SWB.

2.7.2 Contractor Purchasing Requirements

- a. Procurement of property, goods and services from contract funds shall be governed by SWB's Procurement Policy or the Contractor's procurement policy and practices, provided they are consistent with the Office of Management and Budget (OMB) Circular A-102. A copy of SWB's Procurement Policy is available upon request. Should the Contractor determine to use its internal Procurement Policy, a copy of said policy shall be forwarded with the signed Agreement to the SWB. Compliance shall be the express requirement of the Contractor.
- b. Contractor shall secure SWB's written approval for the purchase of items not included in Contractor's budget.
- c. Any equipment approved for purchase or purchased will remain property of the SWB. Any information technology equipment requests must be approved by the SWB Information Technology Department. If approved, such purchases will be made directly by SWB.

- d. Contractor shall avoid all conflicts of interest either real or perceived in the procurement of goods and services with contract funds and in the execution of their obligations under this Agreement.
- e. Procurements shall be subject to nepotism and code of conduct requirements under this Agreement. Procurements may not be awarded to organizations, entities or individuals identified in Article 3, Section 3.14.5, or in violation of the conflict of interest requirements in Article 3, Section 3.25.
- f. Contractor must adhere to the Buy American Act, Federal Registry 16-05, in the procurement of goods and services under this Agreement.

2.7.3 Title to Property Purchased With Contract Funds

Any unit of non-expendable personal property, excluding items purchased directly for program participants, having a useful life of one year or more, purchased with funds under this Contract or any amendment thereto, shall be the property of the board.

2.7.4 Inventory Tags

Upon receipt by SWB of Contractor's invoice, SWB shall provide Contractor with inventory tag numbers for any property purchased with funds granted to Contractor under this Agreement, and the Contractor shall attach these tags to the property.

2.7.5 Contractor's Failure to Produce Records

Contractor expressly agrees that it shall reimburse SWB for any funds expended under this Agreement or amendment hereto when the Contractor does not or cannot produce the documents required to demonstrate that the procurement requirements of this section have been followed.

2.7.6 Insurance Coverage for Property

SWB shall provide insurance coverage for all property purchased with SWB funds in the event of loss or damage.

2.7.7 Requirement for Joint Physical Inventory

Thirty (30) days prior to the end of this Agreement, or any amendment hereto, Contractor shall participate with SWB in a physical inventory of all property purchased with SWB funds during this Agreement period. The physical inventory shall contain a reference to the contract under which funds were allocated to make the purchase and the SWB inventory tag number.

2.7.8 Requirement to Return Property

Within thirty (30) days of the termination of this Agreement, or any amendment hereto under which the property was purchased, Contractor agrees to return to SWB all non-expendable property purchased with funds under this Agreement or any amendment hereto, except where Contractor and SWB agree that Contractor may continue to utilize such property for another WIA Youth Program. Any such agreement must be in writing and signed by SWB's President/CEO.

2.8 Contract Closeout

2.8.1 The Contractor shall comply with all Provisions of SWB's Contract Closeout Procedure and with invoicing deadlines outlined in Article 2.5.3 of agreement.

2.8.2 Close out of the program funded under this Agreement or upon termination of this Agreement shall be performed in accordance with the terms and conditions of all applicable Federal and State regulations and procedures. Except as expressly waived by SWB, closeout shall be completed prior to final payment for services performed pursuant to this Agreement. Contractor shall provide SWB such information and materials within such time periods as SWB may reasonably require to complete closeout in accordance with applicable Federal and State regulations and procedures.

2.9 Duplicate Funding

2.9.1 Prohibition Against Double Payments

Contractor costs or earnings claimed under this contract may not also be claimed under another contract or grant from SWB or any another agency.

2.9.2 Multiple Funding Sources

Contractor shall utilize a cost allocation methodology which assures that SWB is paying only its fair share of costs for services, overhead, and staffing not solely devoted to the program funded by this Agreement. The cost allocation plan and supportive documentation shall be included in the audit of Contractor's program.

END OF ARTICLE 2

ARTICLE 3

GENERAL CONDITIONS

3.1 **Request for Proposals Process**

3.1.1 Adherence to the Terms and Conditions of the RFP

Contractor understands and agrees to adhere to the standards and requirements established under SWB's formal Request for Proposals process, the Request for Proposals document, and Contractor's response pursuant to which this Agreement was funded and which is incorporated by reference as if set forth in its entirety herein, except that to the extent that any terms or conditions as provided for under the Request for Proposals, including the Contractor's response, conflict with the terms and conditions as stated in this Agreement, the language of this Agreement shall control.

3.1.2 Contractor Obligation to Provide Program Proposed

Contractor agrees to provide SWB and participants recruited by and/or referred to Contractor with the program and services described in Contractor's response to the SWB Request for Proposals incorporated by reference as negotiated. If there is a conflict between the program and services proposed, the program to be delivered as described in this Agreement shall control.

3.2 **Political Activity**

3.2.1 Application of the Hatch Act

None of the funds or services under this Agreement provided by the HHS, DOL, the Governor or SWB to the Contractor shall be used for any partisan political activity or to further the election or the defeat of any candidates for public office within the constraints of the Hatch Act (5 U.S.C. Section 1501) or the Federal Election Campaign Act, as amended (2 U.S.C. Section 431).

3.2.2 Partisan and Non-Partisan Activities

No participant or employee whose salary is funded in whole or in part by this Agreement or who may be assigned to a Community Work Experience Program (CWEP) may engage in partisan or nonpartisan political activities during the hours for which the participant or employee is paid with WIA funds.

3.2.3 Prohibition Against Association of the Contract Program with Political Activities

No participant or employee whose salary in whole or in part is paid for with funds available under this Agreement, may at any time, engage in partisan political activities in which such participant or employee represents himself/herself as a spokesperson of the SWB or Contractor's program.

3.2.4 Placement of Participant or Employees in Offices of Elected Officials

No participant or employee whose salary is paid for in whole or in part with funds available under this Agreement shall be employed or out-stationed in the office of a member of Congress or state or local legislator or on the staff of a legislative committee or in the office of any local elected official(s) of a state or a unit of local government without SWB's express written approval.

3.2.5 Out-Stationing to Offices of Elected Officials

No participant or employee whose salary is paid for in whole or in part with funds available under this Agreement may be employed or out-stationed in positions involving political activities in the offices of elected officials.

3.3 Religious Activity

3.3.1 Prohibition Against Religious Activity

There shall be no religious worship, instruction, or proselytizing as a part of or in connection with the performance of the obligations under this Agreement.

3.3.2 Prohibition of Use of Funds for Religious Activities

- a. Contractor shall not use any funds appropriated under this Agreement or amendments hereto in support of any religious activity or in support of any anti-religious activity. Participants shall not be employed on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place of religious worship.
- b. Participants may be placed into CWEP or work experience slots with religious institutions; however, the terms and conditions relating to CWEP and the terms and conditions relating to religious activities under this Agreement shall apply.

3.4 Nondiscrimination

3.4.1 Prohibition Against Discrimination

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

3.4.2 Equal Opportunities for Participants

Contractor agrees that participants in activities or programs funded by the Agreement or any amendment hereto shall not be discriminated against because of their status as participants regarding the terms and conditions of training or employment or the receipt of services and rights attributable thereto.

3.4.3 Compliance with Nondiscrimination Laws

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

- a. Section 188 of the Workforce Investment Act of 1998 (WIA), 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 WIA Title I-financially assisted program or activity;
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and,
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational program.
- f. Americans with Disabilities Act of 1990, and the Florida Americans with Disabilities Accessibility Implementation Act, as amended (F.S.553.301-553; F.S. 316.1955) which prohibit discrimination on the basis of disability.

Note: Contractor shall refer to Final Guidance from AWI issued April 26, 2004, AWI FG 04-042, and any amendment thereto for guidance and procedures.

The Contractor 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 Contractor's operation of the WIA Title I-financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIA Title I-financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

3.4.3.1 Contractor shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by SWB, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

3.4.3.2 Contractor shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, Contractor shall take affirmative steps

to ensure nondiscrimination in employment against disabled persons.

Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

3.4.3.3 Contractor shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

3.4.4 Complaint Procedures

Contractor agrees to be governed by the complaint and compliance requirements as set forth in the WIA and/or ARRA as applicable with respect to discrimination and equal opportunity requirements.

3.5 **Grievance Procedures**

3.5.1 SWB Grievance Procedures

Contractor agrees to comply with the SWB grievance procedures with respect to a non-criminal grievance or complaint arising in connection with WIA programs operated for SWB other than discrimination or equal opportunities, which shall be governed in accordance with State of Florida and Federal requirements.

3.5.2 Applicability of Grievance Procedures to Audits

Contractor agrees that the SWB grievance procedures shall also be applicable to the resolution of complaints arising from actions taken by SWB with respect to audits, investigations or monitoring findings of the program funded by this Agreement, except that to the extent such audits, investigations, or monitoring findings are subject to State or appropriate federal agency approval, concurrence or review in order to be considered resolved. No action taken at the local level shall be considered a final action for the purpose of disposition of the matter until the State and/or the appropriate federal agency concur.

3.5.3 Grievance Hearings Not Final SWB Action

In the event that a hearing held in accordance with the SWB grievance and complaint procedures results in a finding in Contractor's favor with respect to a questioned cost or a cost recommended for disallowance and the State or the appropriate federal agency does not agree with the determination made at the

local level, Contractor shall be liable to SWB for repayment of the cost which has been questioned or disallowed.

3.5.4 Participant Access to Grievance Procedures

WIA participants shall be afforded access to the SWB Grievance and Complaint Procedures for resolution of any formal grievance or complaint lodged by a participant while taking part in the program funded by this Agreement. Contractor agrees to be bound by any decision arrived at as a result of taking part in the procedure. The final resolution of the grievance must be within sixty (60) days of the filing of the formal grievance or complaint. The Contractor agrees to cooperate with SWB in complying with the sixty (60) day deadline to resolve participant grievances.

3.6 **Program Names, Signage, Publicity and Publication**

Programs funded by SWB, regardless of the name under which the program is operated, must indicate that the program is funded by the SWB. The Contractor may not undertake any publicity or publish for public consumption any results or information about its program or the participants without prior review by SWB. All radio and television announcements/advertisements and general newspaper articles and advertisements will be coordinated through the SWB and shall clearly indicate that the program is funded by the SWB. In cases where small classified advertisements are more cost effective, reference to SWB is not required due to space limitations.

3.7 **Subcontracts**

3.7.1 Prohibition Against Assignment and Subcontracting

The Contractor shall not assign, delegate, subcontract or in any way transfer any of its rights or responsibilities or any part of the work and services to be provided under this Agreement without SWB's prior written approval.

3.7.2 Subcontracts Must Be in Writing

Services subcontracted under the Agreement shall be specified by written agreement and shall be subject to each provision of this Agreement.

3.7.3 Subcontracts Subject to Applicable Laws

All subcontracts shall be subject to the federal, state, and local laws and regulations governing WIA funds.

3.7.4 Subcontracts are subject to the procurement requirements under this Agreement.

3.7.5 Notice of Actions Involving Subcontractors

The Contractor shall give SWB immediate notice in writing of any action or suit

filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor which in the opinion of the Contractor may result in litigation related in any way to this Agreement or any amendment thereto.

3.8 **Notice**

3.8.1 Notice to SWB

All notices required to be given to SWB under this Agreement shall be sufficient when hand delivered or mailed to SWB at its office at 3660 N. Washington Blvd, Sarasota, Florida 34234, and addressed to the SWB President/CEO.

3.8.2 Notice to Contractors

All notices required to be given to the Contractor under this Agreement shall be sufficient when hand delivered or mailed to the Contractor at its office located as stated on page one (1) of this Agreement.

3.8.3 Communications

Communications oral or written between Contractor, SWB and its governing Board shall be initiated through contact with the SWB President/CEO or Chief Operating Officer prior to making any other contact with the SWB governing board.

3.9 **Assurances and Certifications**

Contractor agrees to comply with the Assurances and Certifications as set out in Exhibit B and as applicable to any federally or state funded program that the Contractor operates with SWB funds.

3.10 **Integration**

3.10.1 Exhibits

The parties hereto agree and understand that the words and figures contained in the following lists of documents, which are incorporated by reference, are as fully a part of this Agreement as if such documents were set forth verbatim and at length herein.

- a. The Exhibit(s) enumerated in the text of the Agreement.
- b. The Request for Proposal and Contractor's proposal response as provided for in Article 3, Section 3.1.
- c. The budget.
- d. Workforce Investment Act of 1998, Workforce Innovation Act of 2000, related Office of Management and Budget Circulars, and any

amendments thereto and regulations promulgated thereunder.

- e. The Assurances and Certifications.
- f. Any and all subsequent documents, including but not limited to, amendments and letter amendments which have been approved in accordance with SWB policy governing amendments to this Agreement.
- g. Child Labor Laws, as applicable.
- h. Immigration and Naturalization Service Employment Regulations.

3.10.2 Availability of Documents

The above documents will be maintained on file at the SWB offices. One copy of the executed Agreement will be furnished to the Contractor by SWB.

3.11 Vested Powers

All powers not explicitly vested in the Contractor by this Agreement will remain with SWB.

3.12 Suspension or Termination

3.12.1 This Agreement may be terminated as follows:

- a. SWB may immediately suspend payment to Contractor at any time that the SWB President/CEO has sufficient cause to seek termination of this Agreement. If SWB grants the Contractor the opportunity to correct the problem, then suspension of payments shall remain in effect until SWB determines whether the problem has been solved and the program continues, or until the program has been terminated, at which time no payments would be made after the date of the original suspension.
- b. Either SWB or Contractor may terminate for convenience upon sixty (60) days prior written notice to the other party or such shorter period as may be mutually agreed to by the Contractor and SWB. Contractor will be entitled to receive compensation for services performed in accordance with conditions set forth herein through the date of termination. However, SWB shall not be liable for any expenses incurred by the Contractor after the effective date of termination of the Agreement or any amendment hereto. Any risk pool monies outlined in Article 5.13 that are withheld but not earned by Contractor at termination will be forfeited. SWB shall provide such notice as SWB receives from its funding sources prior to any termination.
- c. SWB may immediately terminate this Agreement if for any reason the USDOL, HHS, or the State of Florida fails to provide funds in the grant through which this Agreement is funded.

- d. SWB may terminate this Agreement at any time that the SWB authorized representative, who shall be the President/CEO, determines that:
- (1) Contractor has failed to provide any of the services Contractor has contracted to provide; or
 - (2) Contractor has failed to comply with any of the provisions contained in this Agreement or any amendment hereto; or
 - (3) Contractor fails to perform in whole or in part under this Agreement or fails to make sufficient progress so as to endanger performance of Contractor's obligations to operate the contracted for programs; or
 - (4) Contractor has failed to comply with the Federal or State requirements and/or Regulations regarding this Agreement or any amendment hereto; or,
 - (5) Contractor has failed to take corrective action as described in Article 3, Section 3.12.2, or
 - (6) Contractor takes any action which in the opinion of the SWB President/CEO, the SWB monitor, the State or the SWB itself, jeopardizes the program or the funds made available under this Agreement.

3.12.2 Corrective Action Plan

If SWB grants the Contractor the opportunity to correct a problem, then Contractor shall have ten (10) working days in which to respond with a corrective plan. Failure to respond with a corrective plan acceptable to SWB or failure to implement said corrective plan in a manner acceptable to SWB may result in a termination notice to Contractor.

3.12.3 Payments Due Contractor

In the event of a termination, the Contractor shall be paid for services rendered up to the date of termination; however, from the amount due there shall be deducted:

- a. All advances or other payments on account made to the Contractor which are applicable to the terminated portion of this Agreement; and
- b. Any claim which SWB may have against the Contractor in connection with this Agreement or any other prior agreement; and
- c. The agreed-for-price for, or the proceeds of the sale of, any materials, supplies or other things acquired by the Contractor or sold pursuant to the provisions of this clause and not otherwise recovered by or credited to SWB; and

- d. Any outstanding questioned or disallowed costs attributable to the Contractor arising out of an investigation, monitoring report or audit of this Agreement or any other agreement Contractor had with SWB.

If a termination under this Agreement is partial, prior to the settlement of the terminated portion of this Agreement, the Contractor may file with SWB a request in writing for an equitable adjustment of the price or prices specified in the Agreement relating to the continued portion of the contract.

3.12.4 Contractor Liability

To the extent provided by law, in the event of a termination for cause, Contractor shall be liable to SWB for damages sustained by SWB by virtue of any breach of the Agreement by the Contractor, including court costs and reasonable attorney's fees.

3.13 Maintenance of Effort

3.13.1 Prohibition Against Displacement

Services funded under this Agreement or any amendment hereto shall only be in addition to services, which would otherwise be financed by the Contractor without assistance under this Agreement.

3.13.2 Contractor Assurance

To assure maintenance of effort, the program funded by this Agreement:

- a. Shall result in an increase in services over those, which would otherwise be available.
- b. Shall not result in the displacement of currently employed workers by either a participant or an individual employed to carry out the obligations under this Agreement, including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits.
- c. Shall not impair current contracts for services or collective bargaining agreements or result in the substitution of federal funds made available by this Agreement to subsidize work that would otherwise be performed by the Contractor.
- d. Shall not create a job in a promotional line for either a participant or an individual employed to carry out the obligations under this Agreement which will infringe in any way upon the promotional opportunities of a currently employed individual.
- e. When Contractor anticipates a situation, such as that described in Section 3.13, Article 3 above, Contractor shall immediately notify SWB and await instruction prior to expending any funds as contracted for in

connection with the operation of its program.

3.13.3 Participant Placement

No participant shall be employed or job opening filled with an individual whose salary is funded by this Agreement:

- a. When any other individual is on layoff from the same or any substantially equivalent job; or
- b. When the employer/Contractor 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 or employee whose wages are subsidized by WIA funds.

3.14 Nepotism

3.14.1 Prohibition in Employment

Contractor may not hire a person in an administrative capacity, staff position, work experience, work supplementation or on-the-job training position funded under this Agreement if a member of that person's immediate family is employed in an administrative capacity for SWB or the Contractor. Prior to employing or assigning any individual to any position or activity related to any of Contractor's employees, a written request shall be forwarded to SWB seeking a written opinion regarding the allowability of the desired action on the part of Contractor. Contractor shall be bound by the written opinion issued by SWB.

3.14.2 Applicability of Stricter Standards

Where the Contractor's nepotism guidelines or state or local guidelines are more stringent than the above requirement, those guidelines shall be followed instead.

3.14.3 Individual Recommendations

No individual whose salary is funded in whole or in part under this Agreement, or who is responsible for carrying out the obligations under this Agreement shall appoint, employ, advance, or advocate for the appointment, employment, promotion, or advancement in or to a position with the Contractor's organization, a member of that individual's immediate family.

3.14.4 Procurement of Goods and Services

Neither Contractor nor any individual whose salary is funded in whole or in part under this Agreement, or who is responsible for carrying out the obligations under this Agreement for the Contractor, shall enter into a contract and/or purchase goods and/or services with funds made available under this Agreement from a member of that individual's immediate family.

3.14.5 Definition of Immediate Family Member

Immediate family member for purposes of this section, shall mean a wife, husband, son, daughter, sister, brother, sister-in-law, brother-in-law, son-in-law,

daughter-in-law, mother, father, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, grandparent, grandchild, half-brother, half-sister and first cousin.

3.15 Prohibition Against Criminal Activities

3.15.1 Fraudulent and Criminal Activities

Contractor shall not serve ineligible individuals, embezzle, willfully misapply, steal or obtain by fraud any moneys, funds, assets or property which are the subject of this Agreement or amendments hereto. If Contractor violates this provision, Contractor shall be subject to the sanctions of the Act and to applicable criminal provisions of Florida State Statutes and the United States Code. The Contractor shall also be subject to the immediate suspension of payments by SWB under this Agreement and amendments thereto and immediate termination by SWB of this Agreement and any amendments hereto.

3.15.2 Prohibition Against Solicitations and Gratuities

Contractor agrees and understands that no officer or employee of the Contractor shall tender or solicit gratuities, favors or anything of monetary value from any actual or potential subcontractor or employer or from any staff person or elected official connected with SWB.

3.15.3 Prohibition Against the Payment of Fees

Contractor agrees and understands that no funds provided for by this Agreement or amendments hereto shall be used for the payment of a fee charged to an individual for the placement or referral of that individual to a program except as may be provided in accordance with this Agreement.

3.15.4 Prohibition Against Lobbying

Contractor shall not use any funds appropriated under this Agreement or amendments hereto for lobbying federal, state, or local legislators.

3.16 Child Labor Laws

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

3.17 Collective Bargaining Agreements

3.17.1 Application of Collective Bargaining Agreements

Contractor agrees and understands that it must comply with and shall not violate the terms and conditions of any collective bargaining agreement in effect during

the course of this Agreement.

3.17.2 Activities Inconsistent with Collective Bargaining Agreements

If a program to be funded under this Agreement would be inconsistent with the terms of a collective bargaining agreement, then Contractor shall seek the written concurrence of both the labor organization and the employer concerned prior to operating such programs. Failure to receive a response to a written request may be deemed concurrence.

3.18 Unions

3.18.1 Use of Funds

Contractor shall not use any funds appropriated under this Agreement or amendments hereto to assist, promote, or deter union organizing.

3.18.2 Placement During a Work Stoppage

No participant may be placed into, or remain working in any position or work activity which is affected by labor disputes involving a work stoppage. Contractor shall make every effort to relocate participants who wish to remain working into suitable positions unaffected by the work stoppage.

3.18.3 Union Membership

Contractor shall not require any participant in a position funded by this Agreement to join a union in order to receive services unless the participant is subject to a collective bargaining agreement containing a union security provision.

3.19 Working Conditions

3.19.1 Appropriate Conditions

Contractor agrees that conditions of work activities, employment and/or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participants.

3.19.2 Hazardous and Dangerous Conditions

Contractor shall not place participants at community work or place participants at training sites that are or could reasonably be or expected to be hazardous, dangerous, unsafe or unsanitary. Participants assigned to work in inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.

3.19.3 Health and Safety Standards

Health and Safety Standards established by state and federal laws applicable to

working conditions of employees shall be equally applicable to participants.

3.19.4 Contributions to Retirement Systems

No funds available under this Agreement may be used for contributions on behalf of any participant to a retirement system or plan. This does not apply to Contractor staff that shall be entitled to the fringe benefits provided by Contractor staff to their employees.

3.20 Program Income

3.20.1 Program Income Must Be Returned to SWB

All program income realized in operating a program provided for under this Agreement or any amendment hereto shall be reported to and returned to SWB at the end of each quarter during which the income was realized and in any event shall be reported and returned to SWB upon termination of this Agreement. Program income does not include income from royalties and license fees for copyrighted material, patent, patent applications, trademarks, and inventions.

3.20.2 Audits Must Contain a Program Income Schedule

Contractor agrees to include in their audits a schedule prepared by their auditor detailing program income realized under this contract.

3.20.3 Continuation of Program Income Revenues

Rental income and user fees on real and personal property acquired with WIA funds shall continue to be program income upon termination of this Agreement. Contractor shall make provision for accounting for such funds and returning the income to SWB.

3.20.4 Contractor Use of Program Income

In the event that Contractor wishes to use program income to further or enhance activities funded by this Agreement, Contractor may request such permission in writing from the SWB President/CEO, who shall consider such request and reply in writing either approving or denying the request. There shall be no appeal of the President/CEO's decision. In any event, program income may only be used for allowable activities and costs. In the event that income shall be added to Contractor's budget in accordance with the amendment provisions under this Agreement, it shall be accounted for in accordance with the terms and conditions governing all funds awarded under this Agreement.

3.21 Insurance, Bonding and Responsibility for Employee Background Checks

3.21.1 Contractor Insurance

The Contractor is a Public School District which is self-insured for general liability and worker's compensation purposes pursuant to Section 1001.42(12)(k), Florida Statutes.

3.21.2 Contractor Responsibility for Employee Background Checks

Contractor shall be responsible for the actions of its employees, consultants and subcontractors who may provide services under this contract. Contractor shall implement and follow a clear policy and procedure for review of its own employees and any subcontractors as to possible criminal backgrounds. Policy and procedure shall stipulate the method of background check and the criteria to be used in evaluating reports received. Contractor understands that background checks for any employee working with youths will be complete and cleared prior to that employee working directly with youths.

3.22 Independent Contractor

The Contractor understands and agrees that it is an independent contractor, and no provision of this Agreement shall be construed as creating an agency or employment relationship between SWB and Contractor or Contractor's employees.

3.23 Indemnification

Contractor shall at all times hereafter hold harmless, indemnify, and defend the Suncoast Workforce Board, its agents, servants, employees, in their official and individual capacity, from any demand, claim, suit, loss, cost expense or damage, which may be asserted, claimed or recovered against or from the Suncoast Workforce Board, its agents or employees, in their official or individual capacity by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with this Agreement, specifically including the School Board's routine day-to-day supervision. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied. Nothing herein shall be construed as a waiver of the School Board's sovereign immunity beyond the statutory waiver as the same may be amended from time to time. To the extent considered necessary by SWB, any sums due Contractor under this Agreement may be retained by SWB until all of SWB's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by SWB.

3.24 Rights and Remedies Not Waived

No payment by SWB to Contractor shall be construed as a waiver by SWB of any breach or default of Contractor in the performance of any condition of this Agreement or amendment hereto; nor shall such payment impair or prejudice any right of SWB with respect to such breach or default; nor shall any assent by SWB expressed or implied, to such breach or default, be construed as assent to any succeeding breach or default.

3.25 Conflict of Interest and Code of Conduct

Contractor asserts and assures that it did not solicit, pay, or offer some other form of consideration to any SWB member, SWB staff person, or other elected official in order to obtain this contract award. Contractor asserts and assures that it is in compliance with the Florida Statutes and conflict of interest and code of conduct restrictions as set out in Exhibit C.

Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to performance under this Agreement.

In the event Contractor is given written authorization from SWB to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

3.26 Applicability of Governing Laws

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Sarasota County, Florida.

3.27 Contracts in Excess of \$100,000.00

To the extent this contract is funded in excess of \$100,000 of funds made available from the federal government, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 U.S.C 7401 et seq.), Section 508 of the Clean Water Act, as amended (33 U.S.C 1368 et seq.), the federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), and the Energy Policy and Conservation Act of 1988 as amended. (Pub. Law 94-163, 89 Stat. 871). [53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

3.28 Performance of Staff and Expenditures for Services

3.28.1 Contractor represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in Article 3 and Article 5, and to provide and perform such services to SWB's satisfaction for the agreed compensation.

3.28.2 Contractor shall make every effort to exercise economic reasonableness in all expenditures involved in the delivery of services under this Agreement.

3.29 Health Insurance Portability and Accountability Act (HIPAA) Compliance

It is expressly understood by the parties that their personnel and/or their agents have access to protected health information, hereinafter known as "PHI", that is subject to the requirements of 45 CFR 164.502 and related regulations. In the event Contractor is considered to be a covered entity or business associate and/or is required to comply with Health Insurance Portability and Accountability Act of 1996, hereinafter known as HIIPAA, Contractor shall fully protect individually identifiable health information as required by HIPAA and, if requested, shall execute a Business Associate Agreement for the purpose of complying with HIPAA. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of Contractor's uses of client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or termination of this Agreement.

END OF ARTICLE 3

ARTICLE 4

PROGRAM REQUIREMENTS

4.1 **Monitoring**

4.1.1 Contractor's Responsibility

The Contractor shall have responsibility for monitoring the quality of program services, the accuracy of program documentation and the appropriateness of obligations and expenditures under this Agreement. Programmatic monitoring shall follow formats mutually agreed to by SWB and Contractor staff. Contractor shall verify the accuracy of reports it prepares for and/or submits to SWB.

4.1.2 Monitoring of Contractor

Contractor's responsibility notwithstanding, SWB, the State, AWI, WFI, USDOL, HHS or any of their designated representatives shall have the right to monitor Contractor's program, books and records, interview participants and staff, perform qualitative reviews and otherwise assess Contractor's program.

4.2 **Access to Records**

4.2.1 Availability of Records

At any time during the term of this Agreement, or at any time during the record retention period following termination of this Agreement, Contractor shall make all contracts, invoices, payroll records, and any and all other records relating to the program, funded by this Agreement, available and shall permit the Secretary of Labor, U.S. Comptroller General, the Governor, Auditor General of the State of Florida, the SWB or their designated representatives to conduct on-site evaluations, audits, investigations, and monitor program performance to ensure compliance with the terms of the Agreement and amendments hereto.

4.2.2 Contractor shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Contractor pertaining to any program funded by this Agreement or amendment hereto, available to SWB, the U.S. Comptroller General, Auditor General of the State of Florida, HHS, the USDOL and/or the Governor or their designated representatives at any time upon reasonable notice and for no cost, for the purpose of auditing, monitoring, review, investigation, survey or examination, even though, the Contractor may at the time of the request no longer be operating programs for SWB.

4.2.3 Freedom of Information

Records maintained in support of the program funded by this Agreement are not subject to the Freedom of Information Act (5 U.S.C. 552) but may be subject to the Florida Public Records Act.

4.2.4 Record Availability to the Public

Records maintained in support of this program shall be made available to the public upon request and in accordance with the Florida Public Records Act except, where:

- a. Disclosure would constitute an unwarranted invasion of personal privacy. This includes information regarding applicants, project participants, or their immediate families that identifies or may be used to identify them, and which may be obtained through application forms, interviews, tests, reports from public agencies, or counselors, or any other source. Such information may be publicly divulged only upon the written authorization of SWB and the participant. All requests for such information shall be forwarded by the Contractor to SWB for appropriate determination; or
- b. The disclosure is a trade secret or commercial financial information obtained from a person who identified the information as being privileged and confidential.

4.3 Record Retention

4.3.1 Five Year Retention Requirement

Contractor shall keep copies of all records, accounts, and documents pertaining to the operation of this Agreement or any amendment hereto for five (5) years following the expiration of this Agreement. However, if any audit, claim, litigation, negotiation or other action involving this Agreement or amendment hereto has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

4.3.2 Title to Records Vests with SWB

Contractor understands and agrees that the records it maintains for programs funded by this Agreement are SWB's property and are maintained for SWB's benefit. Therefore, Contractor shall advise SWB if it cannot retain the records pursuant to this section. Contractor shall not dispose of any records without the prior written consent of SWB and in the event of a termination of the contract shall either return all records to SWB or shall maintain the records in accordance with the terms and conditions of this Agreement.

4.3.3 Property Records

Contractor shall maintain all records pertaining to any property purchased with contract funds for three (3) years following final disposition of that property. For purposes of this section, final disposition shall include a return of the property to SWB. Any property returned to SWB must be accompanied by all original records or certified copies thereof pertaining to the property.

4.3.4 Retention Period Commencement

The retention date of records shall commence with the termination of this Agreement or any amendment hereto.

4.3.5 Dissolution of Contractor's Organization

In the event of the voluntary or involuntary dissolution of Contractor's organization, or the termination of the contract for any reason as described in this agreement, Contractor shall inform SWB of its intent to dissolve and prior to actual dissolution, SWB may then arrange to conduct an immediate audit of Contractor's program(s) and/or request that provisions be made for the preservation of all records pertaining to the program(s) funded by this Agreement and any Amendments hereto so that an audit may be performed, or if the dissolution of the contractor's organization is involuntary or this contract is terminated for any reason as provided for in this agreement, contractor agrees to notify SWB within 24 hours of Contractor's knowledge of same, in accordance with the Notice provisions herein, and shall provide all records pertaining to this agreement or any amendments hereto to the SWB President/CEO who shall be the custodian of the records for purposes of compliance with this section.

Thereafter, SWB shall cause to be performed an immediate audit of the program records. This audit may be organization wide or program specific in accordance with the requirements of the Office of Management and Budget and the State.

4.3.6 Production of Reports and Records

Contractor understands and agrees that when requested, Contractor shall complete and furnish to SWB all forms, reports, documents, and records within ten (10) working days of said request. Failure to comply with this provision will result in SWB's withholding the Contractor's reimbursement until such time that the Contractor complies. Exigent circumstances may require faster response, and Contractor shall cooperate to the fullest extent possible.

4.4 **PELL Grants and Other Financial Aid**

4.4.1 Application for PELL

If Contractor is providing training which may be subsidized through PELL Grants program participants shall be advised on the availability of PELL Grants for approved courses or of any other Federal, State, or local funds.

4.4.2 Coordination of PELL, Other Awards, WIA Funds

It is the responsibility of Contractor's staff to have every participant file for PELL Grants and other HEA funding/assistance when appropriate and to reconcile all funding received to ensure non-duplication of payments for training costs. Information on whether or not a participant has applied for and received such funding must be documented in the participant's file.

4.4.3 Training Vouchers and Training Agreements

Youths are eligible for Training Vouchers when appropriate, and Contractor shall enter into a Training Agreement with each participant receiving financial aide which sets out responsibilities and requirements. Contractor shall complete a Training voucher, authorizing the training costs for each training period, and completed in accordance with SWB Policy 01-12(R), and any amendments thereto.

- 4.4.4 In referring and providing WIA youth participants with vouchers, Contractor shall first access PELL and other federal, state and local financial assistance prior to committing or obligating WIA funds to support the training costs of the individual. WIA funds shall be used only to the extent other sources of funds necessary to pay for the cost of the training or tuition are not available.

4.5 **Enforcement of Contract Terms**

The failure of SWB to strictly enforce any of the provisions of this Agreement, or to require strict performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or any other provision contained herein nor shall it in any way affect the validity of this Agreement or any part hereof, or waive the right of SWB to enforce each and every provision herein. Contractor is responsible for fulfilling all terms and conditions of this Agreement. While SWB may monitor the Contractor's performance under this Agreement, Contractor remains solely responsible for its performance. SWB's monitoring of the Agreement shall not constitute a notice, acceptance waiver or modification of any term or condition. Terms and conditions may only be modified by written contract amendment as specified herein.

4.6 **Audit**

4.6.1 Audit Requirements for Commercial Organizations

A non-federal organization that is a commercial (for profit) organization and is a sub-recipient that expends \$500,000 or more in a fiscal year in federal financial assistance (all Federal Funds) or state financial assistance, shall have either an organization-wide audit conducted in accordance with OMB Circular A-133 that includes coverage of Federal Contracts or State Contract funds within its scope or a program specific annual independent financial and compliance audit conducted and prepared in accordance with Generally Accepted Government Auditing Standards (GAGAS), and/or as stated in the rules of the Auditor General. Commercial organizations are audited in accordance with *OMB Circular A-133* and in accordance with *Catalog of Federal Domestic Assistance (CFDA)* requirements and restrictions set out in #17.259 (WIA Youth Services).

4.6.2 Period of Performance

Audits must be conducted, completed, and submitted within the earlier of 30 days after receipt of the auditor's report or 9 months from the completion of this

agreement unless a different period of time is agreed to in writing by SWB. Failure to submit an audit as required may result in the withholding of payments due Contractor under this or any other agreement at SWB's discretion.

4.6.3 Identification of Program Income

Interest earned on any advances under this Agreement, or income generated as a result of the use or fees charged for the rental of real or personal property, or fees for services performed, or conferences, or the sale of commodities or items developed with contract funds, or from the participants' activities under the contract except during OJT, or revenue in excess of costs earned by organizations other than commercial organizations are considered program income. Audit reports shall include a schedule identifying program income as defined herein.

4.6.4 Disallowed and Questioned Costs

Contractor shall be liable to SWB for any disallowed or questioned costs that Contractor or SWB incurs as a result of Contractor expending funds in violation of this Agreement or in violation of the appropriate federal, state or local statutes, regulations, rules, policies, or procedures. Disallowed or questioned costs may be identified through a monitoring report, investigation, review, or audit. Disallowed or questioned costs shall be refunded and promptly repaid to SWB by Contractor within thirty (30) days of the issuance of the final report in the event the costs cannot otherwise be resolved.

4.6.5 Audit Resolution Procedures

Contractor agrees to be subject to audit resolution procedures established by the Agency for Workforce Innovation under Audit & Audit Resolutions Guidance WPDG FG-03-0019, dated April 17, 2003, and any revisions thereto, and to cooperate with SWB in the event resolution cannot be achieved at SWB's level.

4.6.6 Deduction from Monies Due Contractor

If this or any other agreement is in effect at the time of the identification of a questioned or disallowed cost, SWB may deduct the amount disallowed from any reimbursements or payments due the Contractor.

4.6.7 Failure to Discover

SWB's failure to either promptly discover or demand prompt payment for questioned or disallowed costs will not relieve Contractor from their obligation to repay the disallowance or questioned cost at the time of identification or demand.

4.6.8 Stand-In Costs

Contractor may, with the written approval of SWB and the State of Florida, substitute allowable uncharged costs or in-kind contributions made from non-

federal sources to support the program funded by this Agreement to stand in for a disallowed or questioned cost only to the extent such contributions or in-kind payments have been documented in Contractor's budget attached to this

Agreement and their expenditure is supported by the Contractor's independent audit report. The uncharged costs must have been incurred in the same year as the costs, which they are proposed to replace.

4.6.9 Expiration of the Contract

The expiration of the contract shall not affect SWB's, the State's, or the USDOL's right to audit, disallow, or question a cost, nor Contractor's obligation to repay the cost.

4.7 Amendments

4.7.1 Amendment

If either Contractor or SWB wishes to modify, change, or amend this Agreement, other than as has been described elsewhere in this Agreement, the proposed changes shall be submitted to the other party in accordance with the Notice section under this Agreement. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by Contractor and SWB.

4.7.2 SWB's Unilateral Rights to Amend

Contractor understands and agrees that SWB may unilaterally amend this Agreement to conform to changes in any federal or state statute, regulation, or policy which is applicable to the program funded by this Agreement or any amendment hereto.

4.7.3 Any alteration which shall result in a programmatic change, including but not limited to changes in training, services, slot designations, or budget shifts which do not alter the amount of a cost category or extend beyond the contract term shall be made by submitting a written request to the other party and shall be effective when executed on a form approved by SWB and signed by both parties.

4.8 Copyrights, Patents, Rights in Data

4.8.1 Non-Exclusive Use and License

Any materials, forms, or other products developed with contract funds shall belong to SWB. SWB may utilize such products in conjunction with fee-for-service activities developed by SWB or Contractor. Contractor agrees that SWB, the State, and the applicable federal agency shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use the copyright or patent or rights in data in any work developed in whole or in part with contract funds to the extent that Contractor has the right to copyright or patent the rights in data or products as limited by this paragraph. Contractor

agrees that materials, products, rights in data, intellectual property or other similar materials, or some part thereof will not be used by Contractor except for services to be delivered under this Contract whether or not a copyright or patent

has been secured or applied in connection with the materials, products, rights in data, intellectual property or other similar materials or part thereof. Any breach of this section shall entitle SWB to damages at least equal to the fair market value of the materials, products, rights in data, intellectual property or other similar materials or part thereof and such other damages including punitive damages as a court may award.

4.8.2 This section shall be in addition to any liquidated damages provided for in connection with the breach of this Agreement. Upon full disclosure by Contractor of an intent or proposed use of materials, products, rights in data, intellectual property or other similar materials or part thereof developed with Contract funds, SWB and Contractor may enter into an agreement wherein SWB will be paid for the use or partial use of materials, products, rights in data, intellectual property or other similar materials described herein. The parties shall negotiate the cost, and a written agreement with respect to their cost and use shall be negotiated and executed by the parties.

4.8.3 Contractor agrees that SWB, the State, and the applicable federal agency shall have a royalty free and non-exclusive and irrevocable license to reproduce, publish, or otherwise use the copyright or patent or rights in data for any copyright, patent or rights in data that Contractor purchases with contract funds.

4.8.4 Contractor materials developed and copyrighted with non-contract funds but which may be used for this project, including but not limited to Contractor's proprietary and copyrighted volumes entitled Vantage Employability Skills ©, are not subject to paragraphs 4.8.1, 4.8.2 and 4.8.3. No rights, title or interest in such materials will transfer as a result of this Agreement.

4.9 **SWB Policies and Procedures**

Contractor agrees to adhere to all SWB policies and procedures applicable to the operation of the program.

4.10 **Headings**

The headings of the sections of this Agreement are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

4.11 **Prior Agreements**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or

written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and SWB.

END OF ARTICLE 4

ARTICLE 5

PROGRAM WORK STATEMENT

5.1 **Overview of Program Service Model**

Contractor, working through Sarasota County Technical Institute (SCTI), will recruit and enroll **thirty (30) eligible youths**, being youths who are out-of-school as defined in the Workforce Investment Act, with ages from 18 through 21. Contractor will have staff outreach to representatives of agencies serving low income populations, Juvenile Probation, First Step, Sarasota County Sheriff's Office, VIP-ER, YMCA, Sarasota Housing Authority, Salvation Army, district high schools, and other local organizations. Potential candidates for the program will be interviewed by an interview team made up of SCTI and its partner in the grant, Jewish Family and Children's Services (JFCS). Each candidate will be TABE tested and complete financial assistance paperwork. As the goals of the project involve completion of occupational skills training and employment within an 18 month period, priority will be given to those with TABE scores 6.0 or above. Candidates with scores below 6.0 will be encouraged to enroll in SCTI's ongoing basic skills/GED program. Counselors from JFCS will assess occupational/vocational interests and abilities, utilizing Choices and the Meyers-Briggs, and will establish an educational and career plan. They will also serve as mentors to the enrollees, and will offer a variety of counseling support services. To expand the cohort served in this project, SCTI will expand its existing basic skills/GED program to add a classroom and two part-time instructors. By locating these services on the main campus, SCTI will give enrollees access to the counseling and student services. Bus passes will be provided to students who rely on public transportation. Those who cannot be accommodated on the main campus will be served on at other basic skills/GED class locations. Each student will have an individualized, self-paced learning plan, and will benefit by collaborative learning teams in which teachers can strategize on instructional improvement. Work readiness training and employability skills are integrated into both GED classes and technical programs. Workshops are provided on topics such as defining educational and career goals, exploring career choices, developing study and organizational skills, tackling the application process and sharpening job application and employability skills. Occupational skills training in targeted occupations will be provided through SCTI based on the individual aptitudes and interest of each enrollee, and may be offered at the main campus, Venice campus, Fire Science campus or McIntosh campus. Upon successful completion, enrollees will be assisted with placement through the SCTI placement office. SCTI and JFCS will closely coordinate their activities, and maintain clear communication with WIA Youth staff designated as data managers.

5.2 **Year Round Site Location & Hours of Operation**

- 5.2.1 Contractor shall designate Todd Bowden, Director, SCTI and William Maher, Assistant Director, SCTI as a **supervisors for this contract**, who shall be housed at Sarasota County Technical Insitute and will be available by phone at (941) 924-1365 between the hours of 8 A.M. and 5 P.M., Monday through Friday.
- 5.2.2 Contractor shall designate Amy Kern, Finance Manager, SCTI, **as the lead finance staff for this contract**, who will be available by phone at (941) 924-1365, extension 62309 between the hours of 7:15 A.M. and 3:15 P.M., Monday through Friday.

- 5.2.3 All sites provided by Contractor shall be accessible to the disabled and in compliance with applicable ADA Standards.
- 5.2.4 The main site location for Contractor's youth program services under this contract will be Sarasota County Technical Institute, 4748 Beneva Road, Sarasota, FL. Additional satellite campuses will be utilized based on the individual needs of the customers.
- 5.2.5 If special field trip activities will be provided during the year, and documentation of these will include an itinerary, agenda showing WIA program element targeted, and roster of attendees, including student signatures.
- 5.2.5 Contractor shall provide outreach services in the community as necessary.

5.3 Ten WIA Program Elements for Youth

Contractor shall incorporate the Ten WIA program elements for youth into their services, based on the individual needs of the customers, either directly or through community referral. These 10 elements are: (1) tutoring, study skills training, and instruction; (2) alternative secondary school services; (3) employment opportunities that are directly linked to academic and occupational learning; (4) as appropriate, paid and unpaid work experiences, including internships and job shadowing; (5) occupational skill training; (6) leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social behaviors during non-school hours; (7) supportive services; (8) adult mentoring for the period of participation and a subsequent 12-month period; (9) follow-up services for not less than 12 months after the completion of participation; and (10) comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.

5.4 Participant Recruitment

- 5.4.1 Contractors are responsible for recruitment of all youth enrollees.
- 5.4.2 Contractors shall recruit individuals meeting the eligibility criteria in accordance with Workforce Investment Act guidelines and related regulations.

5.5 Eligibility Determination

- 5.5.1 Contractors shall be responsible for completing eligibility paperwork for all **30 participants**, including pre-assessment of basic skills. Eligibility determination shall be coordinated with the Jobs ETC staff to assure that documentation is completed in the data management system in accordance with State and Federal requirements.
- 5.5.2 It is understood that funds under this contract are for the benefit of a person who is a U.S. citizen or a non-citizen who is authorized to work in the United States. Therefore, eligibility determination includes verification of citizenship or legal alien status.
- 5.5.3 For those male participants who are 18 years of age or older registration with Selective Service must be verified. Registration, guidelines and information can be accessed through the Selective Service website at www.sss.gov/.

- 5.5.4 Contractor shall be responsible for eligibility determination for all participants, with the assistance of One-Stop case managers. Eligibility criteria are set out below in 1-6.
1. All enrollees must be categorized as “out-of-school”, as defined in Part IV. B. below,
 2. All enrollees must be aged 18 through 21,
 3. All enrollees must be citizens or legal aliens,
 4. All male enrollees age 18 or older must be registered with Selective Service.
 5. 95% of all enrollees must be low-income individuals, as defined in the WIA Section 101(25) and set out in Part IV. B. (below);
6. All enrollees must have at least one of the following “barriers” placing them at-risk:
- (1) School dropout;
 - (2) Deficient in basic literacy skills;
 - (3) Homeless, runaway, or foster child;
 - (4) Pregnant or parenting;
 - (5) Offender; or
 - (6) Is an individual (including a youth with a disability) who requires additional assistance to secure and hold employment.

Local Definition of Barrier #6. – SWB considers any student who has difficulty functioning in the regular school program and therefore has a high probability of not succeeding in such a program to be in need of additional assistance. This includes but is not limited to students identified as ESE, students who are unable to pass the grade-appropriate FCAT, students that have a pattern of excessive absenteeism or disruptive behavior. SWB considers any student who is at risk for dropping out due to family circumstances to be in need of additional assistance. The same would be true for a youth in an employment situation – someone who has difficulty functioning in that position who therefore has a high probability of not succeeding.

5.6 Services To Be Provided

- 5.6.1 **Orientation** --Contractor shall provide youths with an orientation that describes the WIA services listed herein, and which may include services available to participants from other providers and One-Stop partners.
- 5.6.2 **Assessment and Remediation** -- All participants shall be assessed utilizing the Test of Adult Basic Education (**TABE**) to determine their basic skills levels and the immediate services appropriate for their individual situation. Tutoring and remediation for any youth functioning below a 9th grade level in either reading or math is required. Improvement will be measured by pre- and post-testing using the TABE. Assistance that allows an out-of-school youth to obtain a General Equivalency Degree or other recognized diploma is also appropriate. In addition, Contract will assist enrollees in utilizing **Choices** On-Line and will administer the **Meyers-Briggs** personality inventory. In-depth assessment of participants shall be an ongoing process. The assessment shall be participant-centered and include a diagnostic evaluation of the participant’s barriers, taking into account the family

situation, education, occupational skills, interests, aptitudes, attitude, motivation, behavior patterns affecting employment potential, work history, financial resources and needs, support service needs, and personal information.

5.6.3 **Career Planning** -- Contractor shall utilize information gathered during assessment to develop a Career Plan, working in conjunction with the Jobs ETC WIA Youth Program staff. The Career Plan shall include academic goals, an employment goal, and an appropriate skills attainment goal, and the appropriate combination of services for the participant based on the above assessment. Participants who are job ready and who have employment as their primary goal shall be provided assistance with job search and job placement, may participate in job shadowing and may require individualized job development. Participants who are not job ready shall be provided job readiness workshops and/or counseling to assist them in overcoming identified barriers and case managed by the Contractor who shall be responsible for the coordination of services for that individual.

5.6.4 **Setting Skill Attainment Performance Goals For Youths Enrolled at age 18 -**
- A basic skills goal will be set at time of enrollment, based on the assessment. Depending on the individual, additional goals may be set. The only three skill attainment performance goals being tracked for purposes of reporting to State and Federal levels will be:

1. Basic skills goal - measurable increase in basic education skills including reading comprehension, math computation, writing, speaking, listening, problem solving, reasoning, and the capacity to use these skills.
2. Occupational skills goal – Primary occupational skills encompass the proficiency to perform actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels. Secondary occupational skills entail familiarity with and use of set-up procedures, safety measures, work-related terminology, record keeping and paperwork formats, tools, equipment and materials, and breakdown and clean-up routines.
3. Work readiness skills goal - work readiness skills include:
 - a. World of work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision making, and job search techniques (resumes, interviews, applications, and follow-up letters).
 - b. Survival/daily living skills such as using the phone, telling time, shopping, renting an apartment, opening a bank account, and using public transportation.
 - c. Positive work habits, attitudes, and behaviors such as punctuality, regular attendance, presenting a neat appearance, getting along and working well with others, exhibiting good conduct, following instructions and completing tasks, accepting

constructive criticism from supervisors and co-workers, showing initiative and reliability, and assuming the responsibilities involved in maintaining a job.

- d. Developing motivation and adaptability, obtaining effective coping and problem-solving skills, and acquiring an improved self image.

Although this population typically has only one goal set at a time, participants may have a combination of the three types of skills goals. A minimum of one goal per year is required for all in-school youth. A maximum of three goals per year may be set for each youth for the purposes of this measure. Even if there is measurable gain at the end of the program year, the basic skills goal shall be re-set for the new program year until the youth becomes basic skills sufficient, ie: has skills levels testing at 9th grade or above. The target date for accomplishing any skill attainment performance goal must be set for no longer than one year. Success of skill attainment goals is to be recorded in the quarter of goal achievement, while failure is to be recorded in the quarter of the one-year anniversary date if the goal is not attained by that time.

- 5.6.5 **Life Skills and Job Readiness Training** – This includes but is not limited to work behavior training, budgeting and financial management, employability skills, goal setting, career exploration, family skills, organizational skills, stress management, anger management and pregnancy prevention.
- 5.6.6 **Occupational Skills Training** -- Provision of training in a targeted occupation that leads to a nationally recognized credential. Primary occupational skills encompass the proficiency to perform actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels. Secondary occupational skills entail familiarity with and use of set-up procedures, safety measures, work-related terminology, record keeping and paperwork formats, tools, equipment and materials, and breakdown and clean-up routines. Occupational Training will include credential attainment.
- 5.6.7 **Work Experience** – This can be paid or unpaid, and could include internships or job shadowing.
- 5.6.8 **Adult Mentoring** – Support and encouragement through an adult mentor who has been appropriately screened
- 5.6.9 **Comprehensive guidance and counseling** – As needed, this may include drug and alcohol abuse counseling, pregnancy prevention counseling, as well as referrals to counseling as appropriate to the needs of the individual youth.
- 5.6.10 **Supportive Services** – Services such as transportation assistance, child care, dependent care, housing and needs-related payments or incentives that may be necessary to enable an individual to participate in training and employment activities.
- 5.6.11 **Follow-up Services** – Program completers will be tracked for an additional 12-month period to determine success in employment, with any needs for additional assistance identified and coordinated through the One-Stop system. Except as

noted below, all youth who exit the program must be contacted ninety (90) days, nine (9) months and twelve (12) months from their exit date. Follow-up contact information must be provided to Jobs ETC WIA Youth Program for entry into EFM.

Note: Exception on WIA follow-ups – youth exiting due to institutionalization, health/medical reasons, and/or death do not require follow-up contacts.

c. Follow-up services may include:

- i. Additional leadership development opportunities;
- ii. Regular contact with a youth participant's employer, including assistance in addressing work-related problems that arise;
- iii. Assistance in securing better paying jobs, career development and further education;
- iv. Work-related peer support groups;
- v. Adult mentoring; and,
- vi. Tracking the progress of a youth in employment after training.

5.6.12 **Customer Files** – Hard copy and Employ Florida Marketplace (EFM) electronic files are mandatory, and shall be compiled and maintained by SWB's Youth Services staff in cooperation with Contractor staff. Failure to provide documentation in a timely manner will result in failed performance and, in extreme circumstances, may result in contract cancellation. Case notes and other data must be entered into EFM within 10 days of the event or activity. Hard-copy files shall consist of the following:

- a. Eligibility documentation as required for WIA;
- b. Signed SWB grievance form and release of information
- c. Assessment documentation;
- d. A signed Career Plan, updated as necessary;
- e. Monthly case note documentation of service delivery, including but not limited to time and attendance, tutoring and classroom activities, due by the fifth working day of the next month;
- f. Case related correspondence;
- g. Referral forms to other activities; and,
- h. Placement and retention verification, as appropriate.

5.7 Key Youth Services Definitions

Deficient in basic literacy skills: Computes or solves math problems, reads or writes, or speaks English at or below grade level 8.9 on a generally accepted standardized test or comparable score on a criterion-referenced test.

In-school Youth: An individual who is enrolled in school, including alternative school, and is within the age range for mandatory school attendance.

Out-of-school- youth: An individual who has dropped out of school or a youth that has graduated from high school or holds a GED but is basic skills deficient, unemployed or underemployed. An out-of-school youth is no longer attending any school.

Individual with a Disability: An individual with any disability (as defined in Section 3 of the ADA of 1990 (42 U.S.C. 12102)).

Older Youths: Youths aged 19-21 at time of registration.

Younger Youths: Youths aged 14-18 at time of registration

Low-Income Individual: An individual who—

- (A) receives, or is a member of a family that receives, cash payments under the Federal, State, or local income-based public assistance program;
- (B) received an income, or is a member of a family that received a total family income, for the 6-month period prior to application for the program involves (exclusive of unemployment compensation, child support payments, payments described in subparagraph (A), and old-age and survivors insurance benefits received under Section 202 of the Social Security Act (42 U.S.C. 402) that, **in relation to family size, does not exceed the higher of—**
 - (i) the poverty line, for an equivalent period; or
 - (ii) 70 percent of the lower living standard income level, for an equivalent period;
- (C) is a member of a household that receives (or has been determined within the 6-month period prior to application for the program involved to be eligible to receive) food stamps pursuant to the Food Stamp Act of 1977 (7 U.S.C. 2011 et seq.);
- (D) qualifies as a homeless individual, as defined in subsections (a) and (c) of Section 103 of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11302);
- (E) is a foster child on behalf of whom State or local government payments are made; or
- (F) In cases permitted according to regulations promulgated by the Secretary of Labor, is an individual with a disability whose own income meets the requirements of a program as described in (A) or (B)(i),(ii), but who is a member of a family whose income does not meet the income requirements.

5.8 Records Confidentiality and Client Access

Confidential information relating to services provided under WIA, particularly with respect to participation in the program, medical, domestic violence or substance abuse treatment, shall be subject to federal and state guidelines regarding confidentiality, access and release. Contractor shall execute the Non-Disclosure and Confidentiality Certification attached hereto as Exhibit H, as the current

guidance from the State, and shall use this as guidance in this regard. Contractor shall train staff regarding the proper treatment, release and security of the records, and shall coordinate policy in this regard with SWB. At such time as further guidance is issued by the State, policies will be adjusted accordingly.

5.9 Activity and Support Service Tracking for WIA Youth Services

5.9.1 Contractor shall maintain time and attendance documentation for WIA participants enrolled in training/school in the case files.

5.9.2 Any individual incentive paid for out of these contract funds shall be documented utilizing an agreed upon form which shows the type and amount of incentive paid and has the signature of the youth and the parent/guardian.

5.9.3 The Contractor is responsible for follow-up contact and for providing information from that contact to the Jobs ETC WIA Youth Program staff for participants who have exited the program at 90 days, 9 months and 12 months.

5.10 General Service Requirements

5.10.1 According to direction from the Board, Contractor will be required to submit reports and attend the SWB Youth Council which is held every other month, starting in September.

5.10.2 Contractor shall send a representative to meetings called by the SWB President/CEO, and shall participate in training sponsored by SWB related to the implementation of services or the delivery of programs and activities. The representative who attends meetings shall be an individual with the authority to make management decisions related to the programs.

5.11 Staffing

5.11.1 There shall be the requisite number of staff hired to operate program services as provided for in the budget attached to this contract, and Contractor assures that staff will have the appropriate qualifications and training to implement services outlined in this Program Work Statement.

5.11.2 Staff shall be hired in accordance with the employee background check stipulation set out in Article 3.21.2 above.

5.12 Program Monitoring and Quality Assurance

5.12.1 Contractor's staff will work cooperatively with SWB staff, locally contracted auditors, program evaluators, state-contracted monitors and State and Federal regulators to assure effective monitoring for compliance with applicable regulations, compliance with terms of this contract and overall quality assurance.

5.12.2 Local Internal monitoring will be conducted by SWB staff. Said monitoring will assess compliance with federal, state and local regulations, compliance with terms of this contract, and maintenance of quality improvements initiated during

the previous contract year. SWB staff will provide Contractor with an Internal Monitoring schedule for the year. SWB staff will provide a basic monitoring format for each program at least one month prior to scheduled review. SWB staff will provide Contractor with a list of files to be reviewed 2 days prior to the initiation of review.

5.13 **Performance Risk Pool** -- This is a cost-reimbursement/performance-based contract. An annual amount totaling **\$22,500** shall comprise the total performance risk pool for the four performance goals noted below. This amount shall be withheld proportionately on a monthly basis according to risk pool designations for performance goals set out below. Amounts shall be withheld at a rate of 1/18th per month until goal is met, at which time risk pool withholding shall cease:

a. **Goal 1** -- **Completion of recruitment and all eligibility documentation for 30 youths by March 19, 2010.** \$5,000 of the total risk pool shall be designated as the risk pool for this performance goal. To meet this performance goal, Contractor must submit completed eligibility packets to WIA Youth Services staff by March 1, 2010, Youth Services Staff must verify that paperwork is complete and enroll all youths in EFM. This risk pool shall be withheld monthly and can be earned back monthly based on achieving the MMR Performance for that month.

***NOTE:** It is agreed that Contractor may enroll up to five (5) additional older youths for the sole purpose of replacing up to five (5) youth who cease to participate in the program. If the Contractor chooses to do so, any additional enrollments must be completed and documented **on or before June 30, 2010.** Said enrollees will be subject to the same performance outlined in Article 5.13, meaning that assessment and career plan process must be done within 30 days of enrollment, and positive outcomes are still to be documented.*

b. **Goal 2** – **Completion of assessment process and signed career plans for 30 enrolled youths by April 19, 2010 or within 30 days of enrollment whichever is first.** \$5,000 of the total risk pool shall be designated as the risk pool for this performance goal. To meet this performance goal, Contractor must complete and document academic and career assessments, develop career plans and review all plans with the enrolled youths and parents if applicable by March 30, 2010. Youth Services Staff must verify that paperwork is complete and enter all information in EFM. This risk pool shall be withheld monthly until goal is met.

c. **Goal 3** – **Attainment of Positive Outcomes for youth exiting the program.** \$12,500 of the total risk pool shall be designated as the risk pool for this performance goal. To meet this performance goal, Contractor must achieve a successful outcome for individual youths enrolled according to the following:

	Definition of Standard	Performance Required	Percentage of Risk Pool	Maximum \$ Amount Payable
	<p><i>For each youth who exits the program enrolled at age 18, youth achieves one or more of the following:</i></p> <ol style="list-style-type: none"> <i>1. Enters employment</i> <i>2. Obtains a GED or HS degree</i> <i>3. Obtained a credential</i> <i>4. Enters in advanced training, apprenticeship or the military.</i> <p style="text-align: center;"><i>-or-</i></p> <p><i>For each youth who exits the program enrolled between the ages of 19 and 21, youth achieves one or more of the following:</i></p> <ol style="list-style-type: none"> <i>1. Enters employment</i> <i>2. Obtains a credential</i> <i>3. Enters advanced training, apprenticeship or the military</i> 		<p><i>\$12,500 divided by 30 youths equals \$416.67 per youth per outcome.</i></p> <p><i>*Note: One outcome is allowed per youth.</i></p>	<p><i>\$12,500</i></p>

It is understood that the performance achieved for Goal 3 must be completed and documented prior to June 30, 2011.

5.14 Employment and Training Administration Salary Cap and Bonus Limitations.

Based on current guidance, sub-recipients of federal funding must report salary and bonus information to comply with salary cap and bonus limitations. Reporting on same must be completed by vendor by Feb 26, for the prior calendar year along with copies of time cards allocating the employees time to the contract and other funding sources per pay period during the Calendar Year.

END OF ARTICLE 5

EXHIBIT A
Budget Plan
SWB Contract #10-02
School Board of Sarasota County, Florida

Exhibit B
Monthly Report Format

Exhibit C
ETA Salary/Bonus Limitation Calculation Form

ASSURANCES AND CERTIFICATIONS

- A. The Contractor assures and certifies that it will comply with the requirements of the Workforce Investment Act of 1998, Public Law 105-220, 20 USC 9201 (hereinafter referred to as the Workforce Investment Act or WIA) as implemented under Chapter 445 F.S, and with any regulations and policies promulgated thereunder and all applicable OMB Circulars. The Contractor further agrees to comply with all subsequent revisions, modifications, and amendments to the Acts, regulations, policies promulgated and applicable OMB Circulars. Failure of the Contractor to accept or comply with changes which affect the terms of this Agreement shall be sufficient basis for termination.
- 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 agrees that payments are predicated upon properly documented proof of performance benchmarks completed and/or allowable costs incurred in accordance with the terms of this contract. The Suncoast Workforce Board (SWB) may verify information reported on invoicing documents. The submittal of false information may be considered as fraud and could result in the immediate termination of the contract.
- D. Verification may be accomplished by on-site reviews of project operations; inspection and/or transcription of any and all project reports, documents, records; interviews with any beneficiary; or observations of any actions covered under the contract.
- E. The Contractor agrees to give the Secretary of Labor, Secretary of Health and Human Services, Comptroller General, the Governor, SWB through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the contract and will maintain said records, books, papers or documents for a period of five (5) years from the date of termination of this contract, unless audit exceptions have been identified as specified in Paragraph C above.

F. CONTRACT CLAUSES

To reduce the size of the Agreement, several common government laws, regulations and contract provisions and Office of Management and Budget (OMB) Circulars that may be applicable shall be incorporated by reference only. The full text of these contract items can be obtained through the Internet or this office.

The following OMB Circulars, laws and regulations are hereby incorporated by reference:

1. OMB Circular A-122 "Cost Principles for Non-Profit Organizations"
2. OMB Circular A- 110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations"

3. Equal Employment Opportunity Act - E.O. 11126 as amended by E.O. 11375 and 41 CFR Part 60.
4. Copeland "Anti-Kickback" Act – 18 U.S.C. 874, 40 U.S.C. 276c & 29 CFR Part 3
5. Davis-Bacon Act, as amended – 40 U.S.C. 276a to a-7 & 29 CFR Part 5
6. Contract Work Hours/ Safety Standards Act – 40 U.S.C.327-333 & 29 CFR Part 5
7. Clean Air Act – 42 U.S.C. 7410 et seq. and the
8. Federal Water Pollution Control Act – 33 U.S.C. 1251 et seq., as amended
9. Byrd Anti-Lobbying Amendment - 31 U.S.C. 1352
10. Debarment and Suspension - E.O.s 12549 & 12689
11. Rights to Inventions Made under Contract or Agreement – 37 CFR Part 401
12. Americans with Disabilities Act and Section 504 of the 1973 Rehabilitation Act, as amended.
13. Salary and Bonus Limitations under P.L. 109-234, 29 CFR 95.50, .51, .53.
14. Dun & Bradstreet Data Universal Numbering System Number/Central Contractor Registration Mandatory Requirement for Federal Grant Sub-Recipients under the American Recovery and Reinvestment Act of 2009, as outlined in USDOL Training and Employment Guidance Letter 29-08

Contractor

Date

CONFLICT OF INTEREST

The Contractor hereby agrees that in administering this Agreement, it will comply with the standards of conduct issued in the Florida Statutes (Sections 112.313 and 104.31) for maintaining the integrity of the project and avoiding any conflict of interest in its administration

1. 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 Agreement will be administered in an impartial manner, free from personal, financial, or political gain. In administering this Agreement, the Contractor, its executive staff and employees, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
2. 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 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 approval from the SWB before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.
3. Conducting Business Involving Close Personal Friends and Associates - Executives and employees of the Contractor must be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and in administering the Agreement will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted. 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.
4. Avoidance of Conflict of Economic Interest - An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money, favors, or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the SWB. Supplies, materials, equipment, or services purchased with Agreement funds will be used solely for purposes allowed under the Agreement.

The Contractor certifies that it has not exerted any undue influence or paid any fee or taken part in any other action which would compromise the procurement in order to obtain this Contract.

Contractor: _____

SIGNATURE CERTIFYING OFFICIAL

DATE _____

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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- 278, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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:_____

SIGNATURE CERTIFYING OFFICIAL

DATE _____

**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 Florida §
 §
COUNTY OF Sarasota §

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, etc.).

3. I understand that a public entity crime is 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 subdivisions and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "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 that "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 (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 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, 1989.

(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 298.133(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 vendor 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.)

Contractor:_____

Signed:_____

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

Notary Public

(affix seal)

My commission expires

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each Contractor whose contract/subcontract equals or exceeds \$25,000 in federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, Contractors who audit federal programs must also sign, regardless of the contract amount. The Suncoast Workforce Board, Inc. cannot contract with these types of Providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The Contractor shall provide immediate written notice to the contract manager at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'debarred,' 'suspended,' 'Ineligible,' 'person,' 'principal,' and 'voluntarily excluded,' as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The Contractor agrees by submitting this certification that it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The Contractor further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.
7. The Suncoast Workforce Board may rely upon a certification of a Contractor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

1. The prospective Contractor certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
2. Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this certification.

Signed: _____ Date: _____

Print Name and Title

CERTIFICATION OF A DRUG-FREE WORKPLACE

Identical Tie Bids: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 898 or of any for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on, or require that satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees' community by, any employee who is so convicted.
6. Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

Check One

- Our organization has a Drug-Free Workplace policy.**
- No, our organization does not have a Drug-Free Workplace policy.**

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signed: _____ Date: _____

Print Name and Title

NON-FINANCIAL AGREEMENT
Non-Disclosure and Confidentiality Certification

I. Parties to the Agreement:

The Agency for Workforce Innovation (AWI) and the Suncoast Workforce Board (SWB) SWB and SWB staff, employees of AWI, SWB contractors, subcontractors and their employees.

II. Terms and Conditions of Agreement

The parties to this Agreement recognize that the full participation of AWI as a partner is critical to the success of the one-stop effort, and, collaterally, the sharing of data between all partners is contemplated in WIA. Thus, AWI hereby agrees to make available to the boards and or their agents, for the limited purpose of performing their public duties, workforce program information that includes but is not limited to data which is maintained in OSST, ES-ODDS and in the UI system and any replacement systems providing the same workforce data.

The SWB, their staff, AWI employees and SWB contractors, subcontractors and their employees agree to retain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations. The executive director of each RWB must sign this "Non-Disclosure and Confidentiality Certification" statement and return the agreement to AWI, Office of the General Counsel.

The SWB will ensure that staff, contractors, subcontractors and their employees are sufficiently trained relative to applicable workforce programs and will assign to the workforce systems only SWB and AWI staff, contractors, subcontractors and their employees that have been properly trained.

The SWB will require staff, contractors, subcontractors, and any subsequent subcontractors and their employees to sign and comply with the "Non-Disclosure and Confidentiality Certification" attached. SWB shall maintain these certifications on file.

SWB will advise staff, contractors, subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to and/or use any confidential information for personal intent.

All security officers must complete this "Non-Disclosure and Confidentiality Certification" which shall be maintained by the SWB on file and subject to inspection by AWI.

III. Exchange of Information between the Parties

All information necessary to execute the terms of this agreement will be exchanged between the parties to this Agreement.

IV. Confidentiality and Public Access

All documents, papers, computer files, letters or other materials made or received in conjunction with this Agreement will be subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

Public access to these records will be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

Although the SWB, SWB staff, AWI employees, contractors, subcontractors and their employees may obtain access to information that is otherwise confidential, that access does not alter the confidential nature of the information. It is incumbent upon the SWB, SWB staff, AWI staff, contractors, subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this agreement by parties other than those specified in this agreement shall be referred to the AWI Office of General Counsel.

V. Indemnity

The SWB is an independent contractor and shall carry out, exercise and execute its duties under this agreement as an independent contractor. In discharging said duties and responsibilities, the SWB shall exercise due and responsible care and shall comply with all assurances contained herein. The SWB agrees to defend, indemnify, and hold AWI, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this agreement.

VI. Termination of the Agreement

This Agreement may be terminated upon failure of either party to abide by the terms of the agreement or for the convenience of the parties, with thirty days written notice by either party. The state (AWI) reserves the right to cancel immediately should funds become unavailable to continue the agreement. The availability of funds should be solely determined by the state.

VII. Effective Dates of Agreement

This Agreement will be in effect upon the last date of the signature of all parties.

SIGNATURES

In witness whereof, the parties have here unto set their hands and seals the day and year set forth.

ACCEPTED BY :

Contractor: _____

Suncoast Workforce Board, Inc.

Signature

Mary Helen Kress, President/CEO

Date: _____

Date: _____

ACRONYMS

ADA	Americans with Disabilities Act
ARRA	American Recovery and Reinvestment Act of 2009
AWI	Agency for Workforce Innovation
CFDA	Catalogue of Federal Domestic Assistance
CFR	Code of Federal Regulations
DRA	Deficit Reduction Act of 2005
DVOP	Disabled Veteran Outreach Program,
EFM	Employ Florida Marketplace
ESOL/ESL	English for Speakers of Other Languages/English-as-a Second Language
ETA	Employment and Training Administration,
FEIN	Federal Employer Identification Number
FETPIP	Florida Education and Training Placement Information Program
FRED	Florida Research & Economic Database
F.S.	Florida Statute
FSET	Food Stamp Employment & Training Program
GAAP	Generally Accepted Accounting Principles
GAO	General Accounting Office
GED	General Equivalency Diploma
HHS	Health and Human Services
ITA	Individual Training Account (Training Referral for Youth)
LLSIL	Lower Living Standard Income Level
LMI	Labor Market Information
LVER	Local Veterans Employment Program
MSFW	Migrant and Seasonal Farmworker Program

MOU	Memorandum of Understanding
NAICS	North American Industry Classification System (formerly SIC – Standard Industrial Classification)
OCR	Office of Civil Rights
OJT	On-the-Job Training
OMB	Office of Management and Budget
O*NET	Occupational Information Network
PRWORA	Personal Responsibility/Work Opportunity Reconciliation Act 1996
RFP	Request for Proposals
SOC	Standard Occupational Classification System (Formerly DOT – Dictionary of Occupational Titles)
SSI	Supplemental Security Income
SWB	Suncoast Workforce Board, Inc.
TANF	Temporary Assistance for Needy Families (Welfare Transition),
TCA	Temporary Cash Assistance,
TOL	Targeted Occupations List
UC	Unemployment Compensation (benefits)
UI	Unemployment Insurance
USC	United States Code
USDOL	U.S. Department of Labor
WFI	Workforce Florida Inc.
WIA	Workforce Investment Act (federal)
WIA 2000	Workforce Innovation Act of 2000 (State)
W-P	Wagner-Peyser Act

Definitions

In Addition to the Definitions Set Forth in:

- a. The Workforce Innovation Act of 2000 (WIA 2000), and
- b. The Workforce Investment Act of 1998 (WIA), and the Regulations promulgated pursuant thereunder; and
- c. The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA or WtW) and the regulations promulgated thereunder, and,
- d. The Deficit Reduction Act of 2005 and the regulations promulgated thereunder.

The following definitions will be applicable to the program operated by the Contractor and to the terms and conditions of this Agreement and any Amendments hereto.

Academic Credit

Credit for education, training or work experience applicable toward a secondary school diploma, a post-secondary degree, or an accredited certificate of completion, consistent with applicable state laws, regulations and policy, and the requirements of an accredited educational agency or institution.

Administrative Costs

Administrative costs are those costs, both direct and indirect, personnel and non-personnel, which are not related to the direct provision of workforce investment services, including services to participants and employers. **Note: the cost for the one-stop operator function is included as an Administrative Cost. Refer to WIA Regulations, Section 667.210.**

Agency for Workforce Innovation

The Agency for Workforce Innovation, formerly Workforce and Employment Opportunities (WEO) or Jobs and Benefit (J&B).

Allowable Costs

Those costs which are necessary, reasonable and allowable under OMB Circular A-122 and applicable federal, state and local law for the proper administration and performance of the services to be provided under this Agreement. Contractor reimbursements under this Agreement are for allowable costs only.

Alternative Payee

Also referred to as a protective payee. A person who receives the TANF benefits on behalf of a minor.

Amendment

A letter or formal modification executed by both parties which provides for a change to the terms and conditions of this Agreement or to the services to be provided under this Agreement.

Apprenticeship Program

An officially authorized plan which sets forth the terms and conditions for the qualification, recruitment, selection, employment and training of apprentices, including such matters as the requirements for a written apprenticeship agreement.

Assessment

The process whereby individuals are interviewed to determine their employability, motivation, aptitude, abilities and interests in order to develop an individual service strategy for the attainment of the individual's career goals. Testing and counseling are a part of the assessment process. Additional assessments as needed for proper service and referral of participants as described herein may also be provided to participants.

Audit

A systematic review by a CPA or other duly certified and licensed individual or organization to determine and report whether Contractor's financial operations are being properly conducted, financial reports are being presented fairly and applicable laws and regulations are being complied with. All contractors must submit an audit of the program funded under this Agreement as is further delineated herein. For purposes of this Agreement, an Audit shall mean an OMB Circular A-133 Audit or an audit conducted in accordance with State of Florida or federal requirements for private for-profit organizations providing services.

Barriers to Employment

Characteristics which hinder an individual's ability to participate in the labor market. Special barriers apply to youth and adults under the WIA. Barriers to Welfare-to-Work participants are described in the Welfare-to-Work Statute and the regulations referenced herein. Eligibility for Welfare-to-Work will be coordinated by the Florida Department of Children and Families, Contractor and the SWB WtW service provider. Additional parameters and requirements related to Welfare-to-Work eligibility can be found at 20 CFR 645.211.

Basic Skills Deficient

Computes or solves problems, reads or writes, or speaks English at or below grade level 8.9 as indicated on a generally accepted standardized test or comparable score on a criterion-referenced test.

Basic skills goal

A measurable increase in basic education skills including reading comprehension, math computation, writing, speaking, listening, problem solving, reasoning, and the capacity to use these skills.

Career Plan

A Career Plan, sometimes referred to as an Individual Service Strategy or Individual Employment Plan, is a document developed by a service provider for customers at the intensive service level and above, based on the individual's assessment information. It includes short term and long term employment goals, any necessary education goals, achievement objectives, and the appropriate combination of support services to help customer overcome any barriers to employment. A Career Plan must be signed and dated by the customer and the case manager. It is a "living" document, and should be updated as the customer's situation changes.

Case Management

The system whereby a customer's career development services are managed, documented and tracked in accordance with program and grant requirements and operating procedures. There is typically one person identified to provide case management for an individual customer, with other staff also contributing and documenting services in the hard-copy and management information system files as appropriate.

Certificate

A certificate is awarded in recognition of an individual's attainment of measurable technical or occupational skills necessary to gain employment or advance within an occupation. These technical or occupational skills are based on standards developed or endorsed by employers. Certificates awarded by workforce investment boards are not included in this definition. Work readiness certificates are also not included in this definition. A certificate is awarded in recognition of an individual's attainment of technical or occupational skills by:

- A state educational agency or a state agency responsible for administering vocational and technical education within a state.
- An institution of higher education described in Section 102 of the Higher Education Act (20 USC 1002) that is qualified to participate in the student financial assistance programs authorized by Title IV of that Act. This includes community colleges, proprietary schools, and all other institutions of higher education that are eligible to participate in federal student financial aid programs.
- A professional, industry, or employer organization (e.g., National Institute for Automotive Service Excellence certification, National Institute for Metalworking Skills, Inc., Machining Level I credential) or a product manufacturer or developer (e.g., Microsoft Certified Database Administrator, Certified Novell Engineer, Sun Certified Java Programmer) using a valid and reliable assessment of an individual's knowledge, skills, and abilities.
- A registered apprenticeship program.
- A public regulatory agency, upon an individual's fulfillment of educational, work experience, or skill requirements that are legally necessary for an individual to use an occupational or professional title or to practice an occupation or profession (e.g., FAA aviation mechanic certification, state certified asbestos inspector).
- A program that has been approved by the Department of Veterans Affairs to offer education benefits to veterans and other eligible persons.
- Job Corps centers that issue certificates.
- Institutions of higher education which is formally controlled, or has been formally sanctioned, or chartered, by the governing body of an Indian tribe or tribes.

CIP Code

The code for Classification of Instructional Programs developed by the U. S. Department of Education National Center for Educational Statistics.

Classroom Training

Any training conducted in an institutional setting designated to provide individuals with the technical skills and information required to perform a specific job or group of jobs including the upgrading of basic skills and the provision of life skills.

Commercial Organization

A private for-profit entity.

Community Service Work Experience

Community service programs mean structured programs in which TANF and/or FSET recipients perform work for the direct benefit of the community under the auspices of public or nonprofit organizations. These programs must be designed to improve the employability of recipients not otherwise able to obtain employment and must be supervised on an ongoing basis no less frequently than daily. Participants receive their cash benefits in lieu of a wage.

Competency Training

Competency Training is training provided to WIA eligible youth in the areas of job maturation and positive work habits, occupational specific skills or remediation of basic reading and/or math skills. The training is benchmark oriented. Pre- and post-tests shall be given to all youth enrolled into this training program.

Contractor

The organization, entity, or individual that is awarded a procurement contract under the recipient's or subrecipient's procurement standards and procedures.

Cost Allocation Plan

A plan, which identifies and distributes the cost of services provided by support staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category.

Cost Reimbursement Contract

A contract format, which provides for the reimbursement of all allowable costs which have been identified and approved in the contract budget. It requires that the contractor maintain the documentation necessary to support the cost.

Credential

A nationally recognized degree or certificate **or** a state/locally recognized credential. Credentials include, but are not limited to, a high school diploma, GED, or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or industry-recognized certificates. States should include all state education agency recognized credentials. In addition, states should work with local workforce investment boards to encourage certificates to recognize successful completion of the training services listed above that are designed to equip individuals to enter or re-enter employment, retain employment, or advance into better employment. (Please note: this term applies to the current WIA statutory adult, dislocated worker, and older youth measures only, it does not apply to the common measures).

Demand Occupation

An occupational area which has been designated and published by the State as in high demand in the SWB labor market area. Vouchers or Individual Training Accounts may be issued for demand occupations only.

Department of Children and Families (DCF)

The State agency which determines the eligibility for Temporary Cash Assistance.

Diploma

The term diploma means any credential that the state education agency accepts as equivalent to a high school diploma. The term diploma also includes post-secondary degrees including Associate (AA and AS) and Bachelor Degrees (BA and BS).

Disallowed Costs

Those costs for which insufficient documentation has been provided or costs found to be unallowable under OMB Circular A-122 and applicable federal and state laws.

Dislocated Worker

An individual who:

- A.(i) has been **terminated or laid off**, or
who has received **a notice** of termination or layoff, from employment;
- (ii) (I) is **eligible for or has exhausted entitlement to unemployment** compensation;
or
(II) has been employed for a duration sufficient to **demonstrate**, to the appropriate entity at a one-stop center referred to in section 134 c, attachment to the workforce, but is **not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered** under a State unemployment compensation law;

and

(iii) is **unlikely to return to a previous industry or occupation**;

B. (i) has been **terminated or laid off**, or has received a **notice** of termination or layoff , from employment **as a result of any permanent closure of, or any substantial layoff** at, a plant, facility, or enterprise;

(ii) is employed at a facility at which the employer has made a **general announcement that such facility will close within 180 days**; or

(iii) for purposes of eligibility to receive services other than training services described in section 134(d)(4), intensive services described in section 134(d)(3), or support services, **is employed at a facility at which the employer has made a general announcement** that such facility will close;

C. was **self-employed** (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of **general economic conditions** in the community in which the individual resides or because of **natural disaster**;

or

D. is a **displaced homemaker**.

Displaced Homemaker

an individual who has been providing unpaid services to family members in the home and who:

(A) has been **dependent on the income of another family member** but is **no longer supported** by that income; and

(B) is **unemployed or underemployed** and is experiencing difficulty in obtaining or upgrading employment.

(Note: 20 CFR 663.115 adds that the Governors and Local Boards may establish policies and procedures consistent with 101(9) to further clarify what constitutes a general announcement, what constitutes unemployed as a result of general economic conditions, what constitutes eligibility for self-employed.)

Economically Disadvantaged

One of the criteria defined in WIA for determining whether an adult meets the priority system established by the SWB in order to be considered eligible to participate in or receive Intensive Services and training for adults funded by the WIA. All youth served with WIA funds must meet economically disadvantaged and barrier criteria as established in the WIA. In determining economically disadvantaged criteria for youth, the free lunch may not be used.

Education (directly related to employment)

Under WTP, education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency, means education related to a specific occupation, job or job offer, but may also include adult basic education, ESL and GED preparation when it is a prerequisite for employment. It is to be supervised on an ongoing basis no less frequently than daily.

Educational Gain

At post-test, participant completes or advances one or more educational functioning levels from the starting level measured on entry into the program (pre-test).

Eligible or Eligibility

An individual's status in relation to their ability to participate in a WIA, WTP or FSET programming. For WIA programs, eligibility is completed by One-Stop staff according to WIA rules and regulations. For WTP and FSET, eligibility is determined by the DCF staff, and ongoing eligibility is related to participation in workforce programs, requiring coordination between the One-Stop staff and the DCF staff.

Employed Worker (WIA)

A person 18 years of age or older who is working, does not qualify as a dislocated worker, does not meet the definition of self-sufficient as set out in SWB policy, and is in need of services in order to obtain or retain employment. In order to receive WIA intensive or training services, the WIA eligibility requirements of 20 CFR 663.220(b) and 663.310 must be met. These individuals may be served using WIA Adult funding.

Governor

The Chief Executive Officer of the State of Florida.

Incumbent Worker

An employed individual who is being served as part of the Statewide (not local) WIA activities. Workers must be identified as being in jeopardy of lay off or losing their job because of lack of needed skills, or company must be in jeopardy of closure because of the noncompetitive skill level of existing employees.

Individual Training Account (ITA)

The federal WIA requires that all classroom training provided to WIA adults and dislocated workers be through an instrument called an Individual Training Account or ITA. In accordance with SWB ITA policy, the amount of each ITA is based on the type and length of training plus costs for books and other required supplies required for each participant. The maximum cost authorized shall be in accordance with SWB policy and issued on a semester-by-semester basis and consider the requirements for good attendance and grades.

Industry Based Training

Training with a commitment from an employer prior to training to hire an individual upon successful completion of training in a specific occupational area. Under WIA an employer pays 50% of the cost of training. Also referred to as customized training.

In-school Youth

An individual who is in school, including alternative school, and is within the age range for mandatory school attendance. WIA youth program participants are enrolled in-school and, for the purpose of this agreement are:

- i. Age 14 through 21; **and**,
- ii. Low income individuals, as defined in the WIA Section 101(25); **and**,
- iii. At risk within **one or more** of the following categories:
 - a. Deficient in basic literacy skills;
 - b. School drop-out;
 - c. Homeless, runaway, or foster child;
 - d. Pregnant or parenting;
 - e. An offender; or
 - f. An individual (including a youth with a disability) who requires additional assistance * to complete an educational program.

***Local Definition of “requires additional assistance”** – SWB considers any student who has difficulty functioning in the regular school program and therefore has a high probability of not succeeding in such a program to be in need of additional assistance. This includes but is not limited to students identified as ESE, students who are unable to pass the grade-appropriate FCAT, students that have a pattern of excessive absenteeism or disruptive behavior. The same would be true for a youth in an employment situation – someone who has difficulty functioning in that position who therefore has a high probability of not succeeding.

Job Retention

The period participants remain in an unsubsidized job following placement. The period of required retention is determined in accordance with the WTP, WIA and WtW policy issuances from the Agency for Workforce Innovation and the Department of Children and Families, depending upon the activity into which an individual is enrolled or some other predetermined length of time as established by the SWB.

Job Search and Job Readiness Assistance

Under WTP, the act of seeking or obtaining employment, preparation to seek or obtain employment, including life skills training, and substance abuse treatment, mental health treatment, or rehabilitation activities for those who are otherwise employable. This may include job search skills training including job club, which provides the participants with the instruction and skills necessary to obtain full-time employment. Participants in this activity should be supervised on an ongoing basis no less frequently than daily. Substance abuse treatment,

mental health treatment, or rehabilitation activity must be determined to be necessary and certified by a qualified medical or mental health professional.

Job Skills Training (directly related to employment)

Under WTP, job skills training is directly related to employment means training and education for job skills required by an employer to provide an individual with the ability to obtain employment or to advance or adapt to the changing demands of the workplace. It can include customized training to meet the needs of the employer, or can be general training that prepares an individual for employment, including literacy instruction or language instruction when such skills are needed for employment. It must be supervised on an ongoing basis no less frequently than daily.

Labor Market Information

Information that deals with the labor market and determines demand and supply of labor, and includes the level of activity, population, employment and unemployment, income and earnings, rate of wage and fringe benefits (such as health insurance, retirement options, etc.), turnover, workforce demographics, and commuting patterns.

Low-Income Individual (WIA)

WIA 101(25), an individual who:

- (G) receives, or is a member of a family that receives, cash payments under the Federal, State, or local income-based public assistance program;
- (H) received an income, or is a member of a family that received a total family income, for the 6-month period prior to application for the program involves (exclusive of unemployment compensation, child support payments, payments described in subparagraph (A), and old-age and survivors insurance benefits received under Section 202 of the Social Security Act (42 U.S.C. 402) that, in relation to family size, does not exceed the higher of—
 - (iii) the poverty line, for an equivalent period; or
 - (iv) 70 percent of the lower living standard income level, for an equivalent period;
- (I) is a member of a household that receives (or has been determined within the 6-month period prior to application for the program involved to be eligible to receive) food stamps pursuant to the Food Stamp Act of 1977 (7 U.S.C. 2011 et seq.);
- (J) qualifies as a homeless individual, as defined in subsections (a) and (c) of Section 103 of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11302);
- (K) is a foster child on behalf of whom State or local government payments are made; or
- (L) In cases permitted by regulations promulgated by the Secretary of Labor, is an individual with a disability whose own income meets the requirements of a program described in subparagraph (A) or of subparagraph (B), but who is a member of a family whose income does not meet such requirements.

North American Industry Classification System (NAICS)

A classification system which *replaced the U. S. Standard Industrial Classification (SIC) System in 1997* , and was developed jointly by the U.S., Canada and Mexico to provide new comparability in statistics about business activity across North America(Formerly SIC-Standard Industrial Classification)

Match

This is tracked on a monthly basis and is further defined as follows:

Cash Match – Cash match may be in the form of funds provided or services paid by a non-Federal governmental agency, cash donations from a third party (this is a cash donation to the organization, not the third-party expenditures on behalf of the organization), or allowable costs paid by a non-Federal grant or funding source. No cost paid by a Federal grant or from program income will count toward the required cash match requirement. [(645.300©(2)]

In-Kind Match – In-kind contributions consist of donations of services, equipment, or supplies that are not paid for either by grant or by the grantee, subgrantee, or contractor. Each of these types and method for determining their value is described in 29 CFR 97.24, 29 CFR 95.23 and 20 CFR 645.300(8). Donated services may take the form of donated time (volunteers or third-party staff paid from other source) or additional services provided at no cost to the program (additional slots in the training program). The value of the contribution is determined by the type of service provided. Unpaid volunteer services are valued at the rate paid for the same or similar work in the organization or, if there are no such employees, a rate consistent with that paid in the local labor market. A reasonable amount for fringe benefits may be included. If the donated services are paid for by a third-party organization, the contribution is valued at the employee's regular rate of pay exclusive of fringe benefits and overhead costs.

Non-Traditional Employment

Occupations where women or men comprise less than 25% of the individuals employed in that occupation.

Occupational Employment Statistics (OES) Codes

Former Department of Labor classifications that now are coded under Standard Occupational Classifications under O*NET to identify occupations and related occupational completion points.

Occupational skills goal – Primary occupational skills encompass the proficiency to perform actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels.

- Secondary occupational skills entail familiarity with and use of set-up procedures, safety measures, work-related terminology, record keeping and paperwork formats, tools, equipment and materials, and breakdown and clean-up routines.

On-the-Job Training

Training in the public or private sector that is given to a paid employee while he or she is engaged in productive work and that provides knowledge and skills essential to the full and adequate performance of the job. It must be supervised by an employer, work site sponsor, or other responsible party daily. Under WIA, reimbursement to the employer up to 50% of the wage is possible.

Out-of-School Youth

An eligible youth who is a school dropout, or who has received a secondary school diploma or its equivalent but, is basic skills deficient, unemployed, or underemployed (WIA section 101(33)). For reporting purposes, this term includes all youth except: (i) those who are attending any school and have not received a secondary school diploma or its recognized equivalent, or (ii) those who are attending post-secondary school and are not basic skills deficient.

Participant

An individual who has been determined eligible for receipt of WIA, Temporary Cash Assistance or WtW services, has been enrolled into the program.

PELL Grant

Federal education grants targeted to assist low-income individuals. Entities which are PELL eligible must coordinate PELL assistance with funds awarded for training to assure that there is no duplicate payment of tuition.

Performance-based, Cost-reimbursement Contract

A hybrid contract where a percentage of the cost-reimbursement is withheld until the successful achievement of performance criteria is documented.

Poor work history

Poor work history is defined as having worked no more than three consecutive months in the last 12 calendar months. In this way individuals who have taken the initiative to try employment but have not been successful for more than a brief period of time, are eligible for assistance.

Positive Outcomes

Under WIA and the Agency for Workforce Innovation standards, any one of the below outcomes at termination will be considered a positive outcome:

Youth exiting program with one of the following outcomes:

- i. Obtained a diploma
- ii. Obtained a credential
- iii. Entered post-secondary or advanced training
- iv. Entered qualified apprenticeship
- v. Entered the Military
- vi. Entered Employment

Post-Secondary Institution

An institution as defined in the Higher Education Act of 1965.

Profit

An amount in excess of the cost necessary to operate a program. Profit is allowable under a cost-reimbursement agreement to the extent it is reasonable as determined during contract negotiations. It includes that amount which is associated with proprietary materials included in the cost of the program. Profit may be allocated among the cost categories. Profit may only be earned by private for profit organizations.

Program

The activities and services to be provided by Contractor under and pursuant to this Agreement.

Program Income

Interest earned on any advances under this Agreement or income generated as a result of the use or fees charged for the rental of real or personal property, or fees for services performed or conferences, or the sale of commodities or items developed with contract funds, or from the participants' activities under the contract except during OJT, or revenue in excess of costs earned by organizations other than commercial organizations.

Program Year

July 1, 2006 to June 30, 2007.

PRWORA

Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (WtW). Federal legislation funding welfare-to-work activities.

Reemployment and Emergency Assistance Coordination Team (REACT)

The regional REACT team oversees and supports transitional reemployment activities by providing resources such as funds, technical assistance and expertise, labor market statistics and job relocation information. In coordination with the state REACT team, as required under F.S. Chapter 445.003, REACT assists workers who have or will be dislocated from their jobs due to a business or plant closure, a major employer downsizing, natural disasters (such as floods, fires, hurricanes, tornadoes) or other acts of nature that cause the dislocation of fifty (50) or more workers. Florida's workforce strategies involve providing occupational and skills training information to eligible incumbent workers who are at risk of losing their jobs; facilitating immediate assistance for dislocated workers; and monitoring the health of Florida industry sectors.

Register

The process for collecting information to determine an individual's eligibility for services under WIA Title I. Participation commences on the first day, following determination of eligibility, on which the individual begins receiving assisted core, intensive, training or other services provided under WIA Title I.

Service Provider

Also referred to as the Contractor.

School Dropout

An individual who is no longer attending school and who has not received a high school diploma or a GED.

Standard Occupational Classification (SOC) System

A classification system found in the O*NET database, adopted by the U.S. Department of Labor and *replacing the Dictionary of Occupational Titles Classifications*. The SOC System classifies workers at four levels of aggregation: 1. major groups (23) ; 2. minor groups (96); 3. broad occupations (449); and 4. detailed occupations(821). The SOC system is used by government agencies to classify workers into occupational categories for the purpose of collecting, calculating, or disseminating data.

Stand-In Costs

Costs paid from non-federal sources which may be used to stand in for a disallowed cost as a result of a monitoring report or audit. These must be reported as uncharged program costs under a contract awarded. They are subject to verification through audit and must be reported in order to be considered. In order to use in-kind costs to stand in for a disallowed cost, State of Florida and USDOL approval must be obtained.

Subsidized Employment

Employment in either the public or private sector for which the employer receives a subsidy from TANF or other public funds to offset some or all of the wages and costs of employing a recipient, including supported work for individuals with disabilities, but excluding subsidies provided through the tax code, including Federal Tax credits.

Suncoast Workforce Board

The workforce board overseeing the Manatee and Sarasota service delivery and substate grantee areas, Region 18.

Support Services

Services such as transportation assistance, child care, dependent care, housing and needs-related payments that are necessary to enable an individual to participate in activities authorized under various workforce programs.

Teen Parents

A “teen parent” means any person age 19 or younger who is pregnant or already a parent.

Training Related Occupation

Employment in an unsubsidized position which is directly related to the training received.

Tuition Agreement

Charges for education provided by an institution of higher education as defined by the Higher Education Act of 1965, Section 120(a), or a proprietary institution of higher education, as defined by the Higher Education Act of 1965, Section 481(b), that are not more than the charges for such training made available to the general public.

Unallowable Costs

Specific items of cost or expenses which are deemed to be unallowable under OMB Circular A-122, federal or state laws governing these programs, i.e., the cost of alcoholic beverages, entertainment, etc. Also see “disallowed costs.”

Unemployed Worker

An individual who is without a job and wants and is available for work.

Underemployed Worker (WIA)

The SWB definition of underemployed worker for purposes of this contract shall be a person 18 years of age or older who is working, does not qualify as a dislocated worker, and does not meet the SWB definition of self-sufficiency. In order to receive WIA intensive or training services, the WIA eligibility requirements of 20 CFR 663.220(b) and 663.310 must be met.

Universal access (WIA Definition)

Any individual will have access to the One-Stop system and to core employment-related services. Information about job vacancies, career options, student financial aid, relevant employment trends, and instruction on how to conduct a job search, write a resume, or interview with an employer is available to any job seeker in the U.S., or anyone who wants to advance his or her career.

Unsubsidized Employment

Full- or part-time employment in the public or private sector that is not subsidized by provided by WIA, TANF or other any other public program.

Vocational Educational Training

Under WTP/TANF, this is defined as an organized educational program, not to exceed 12 months, that is directly related to the preparation of individuals for employment in current or emerging occupations, providing knowledge and skills to perform a specific occupation. It must be provided by education or training organizations, and should be training *other than* a baccalaureate or advanced degree. Participants are to be supervised no less frequently than daily.

Worker Adjustment and Retraining Notification Act (WARN)

WARN provides protection to workers, their families and communities by requiring employers to provide notification 60 calendar days in advance of plant closings and mass layoffs, allowing workers and their families transition time to adjust to prospective loss of employment, to seek and obtain alternative jobs and, if necessary, to enter skill training or retraining to allow them to successfully compete in the job market. WARN notices go to state-level dislocated worker units, who then coordinate services with the local workforce boards.

Work-Eligible Individual

Under WTP, a work-eligible individual is defined as one of two types of adults: (1) an adult (or minor child head-of-household) receiving assistance under TANF or a separate state program, or (2) a non-recipient parent living with a child receiving assistance, unless the parent is a member of one of three excluded groups of parents – (a) a minor parent not head-of - household, (b) an alien who is ineligible to receive assistance due to immigration status, and (c) at the State's option, SSI recipients.

Work Experience

A short-term or part-time work assignment at a private not-for-profit or governmental entity under WIA 2000, which may also be at a private for profit entity under WIA, in order to provide a participant with good work habits and basic work requirement skills. Specific to WTP, work experience is defined as a work activity performed in return for welfare, that provides an individual with an opportunity to acquire the general skills, training, knowledge, and work habits necessary to obtain employment. It must be supervised by an employer, work site sponsor, or other responsible party daily.

Work readiness skills/goal

Work readiness skills include:

- world of work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision making, and job search techniques (resumes, interviews, applications, and follow-up letters).
- They also encompass survival/daily living skills such as using the phone, telling time, shopping, renting an apartment, opening a bank account, and using public transportation.
- They also include positive work habits, attitudes, and behaviors such as punctuality, regular attendance, presenting a neat appearance, getting along and working well with others, exhibiting good conduct, following instructions and completing tasks, accepting constructive criticism from supervisors and co-workers, showing initiative and reliability, and assuming the responsibilities involved in maintaining a job.
- This category also entails developing motivation and adaptability, obtaining effective coping and problem-solving skills, and acquiring an improved self image.

Work Registration

Eligibility for Temporary Cash Assistance requires that applicants be Work Registered with the One-Stop Career Center.

Youth

An individual between the ages of 14 and 21 years of age. A *younger youth* is an individual who is between 14 and 18 years of age. An *older youth* is an individual who is between 16 and 21 years of age. Note; For ARRA Summer Youth Projects, the age eligibility is 14 – 24,