

## **Services Contract**

# **ONE-STOP OPERATOR AND WORKFORCE SERVICES**

**Between**

**Brevard Workforce Development Board, Inc.**  
297 Barnes Blvd.  
Rockledge, FL 32955

**And**

**C2 Global Professional  
Services, LLC**  
5620 Oak Boulevard  
Austin, TX 78735



**CAREERSOURCE BREVARD  
SUB-AWARD TO  
C2 GLOBAL PROFESSIONAL SERVICES, LLC FOR  
2021 – 2022 ONE STOP OPERATOR AND WORKFORCE SERVICES**

<b>Title 2 – Subtitle A – Chapter II – Part 200 – Subpart D - §200.332: Requirements for pass-through entities.</b>	
a) The following sub-award information is provided by CareerSource Brevard, the Pass-Through Entity, to C2 Global Professional Services, LLC, the Sub-Recipient. If/when any of these data elements changes, the change(s) will (also) be included in any subsequent sub-award modification(s).	
(1) Federal Award Identification.	
<b>Sub-Recipient Name:</b> (must match the name associated with its unique entity identifier)	C2 Global Professional Services, LLC
<b>Sub-Recipient's unique entity identifier:</b>	DUNS #04-731-2286
<b>Federal Award Identification Number (FAIN):</b>	AA347622055A12 - WIOA Adult/Youth/DW G2101FLTANF - Welfare Transition ES333871955A12 - Wagner Peyser/MFEA DV357892155512 - DVOP/LVER 205FL412Q7503 - SNAP UI344902060A12 - RESEA DW311631760A12 - NEG Irma DW331671960A12 - NEG Opioid DW340171960A12 - NEG Dorian DW346572060A12 - NEG COVID-19 B17DM120001 - CDBG Disaster Recovery
<b>Federal Award Date(s):</b>	July 1, 2021, April 1, 2021
<b>Sub-Award Period of Performance Start/End Dates:</b>	July 1, 2021 – June 30, 2022
<b>Sub-Award Budget Period Start/End Dates:</b>	July 1, 2021 – June 30, 2022
<b>Amount of Federal funds obligated by this action:</b>	\$4,274,900
<b>Total amount of Federal funds obligated to the Sub-Recipient:</b>	\$4,274,900
<b>Total approved cost sharing or matching:</b>	N/A
<b>Federal award project description:</b>	One-Stop Services
<b>Name of Federal Awarding Agency; Pass-Through Entity; and, Contact Information</b>	<u>Federal Awarding Agency(ies):</u> For WIOA/WP/DVOP/LVER/SNAP/RESEA/CDBG: U.S. Dept. of Labor through State of Florida, Dept. of Economic Opportunity For TANF: U.S. Dept. of Health and Human Services through State of Florida, Dept. of Economic Opportunity <u>Pass-Through Entity:</u> CareerSource Brevard <u>Contact Information:</u> Jana Bauer, Program and Contracts Officer, jbauer@careersourcebrevard.com
<b>Assistance Listing Number and Title: (CFDA)</b>	11.611, 17.268, 17.207, 17.801, 17.225, 17.245, 17.258, 17.259, 17.278, 17.277, 10.561, 93.558
<b>Is this sub-award for R&amp;D?</b>	No
<b>Indirect cost rate for the Federal Award:</b>	12.85%

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## Part 1 - Assurances

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### 1. PARTIES TO CONTRACT

THIS CONTRACT is made and entered into by and between the **Brevard Workforce Development Board, Inc.**, referred to in this Contract as the **Board** or **BWDB**, and **C2 Global Professional Services, LLC**, referred to in this Contract as “**Contractor** for the purpose of providing One-Stop Operator and Workforce Services.

The relationship of the parties is that the BWDB, the local fiscal and administrative agent, is the recipient of Federal and State funds to carry out the awarding agency’s projects or programs, and that the Contractor is the sub-recipient of said funds and is contracted to serve as the one-stop operator and provider of career services while accountable to BWDB for the use of the funds provided.

### 2. CONTRACT TYPE AND AMOUNT

This is a cost reimbursement, performance-based incentive fee contract. BWDB agrees to pay for contracted services an amount not to exceed \$4,274,900 for the base contract year subject to the availability of funds. Funding during the contract period may be adjusted at the sole and absolute discretion of BWDB. All costs and pricing are in accordance with C2 GPS’s submitted and CSB accepted budget as of June 1, 2021. A total of \$454,000 is specifically allotted for the following efforts through June 30, 2022:

- 1) Staff support for NEG Hurricane Irma (\$18,800);
- 2) Staff support for NEG Hurricane Dorian (\$10,800);
- 3) Staff support for the NEG Recovery Grant (Brevard Recovery Works) (\$191,800);
- 4) Staff support for the COVID-19 Grant (\$46,500) and
- 5) Staff support for the Rebuild Florida Grant (\$186,100), for the entire period with fractional FTE’s of staff otherwise dedicated to One Stop Operations.

BWDB's obligation to pay under this contract is contingent upon the State of Florida providing sufficient funds to BWDB to pay the amounts allowable under this Contract. The primary funding sources are the US Department of Labor-Employment and Training Administration (USDOL-ETA) for all WIOA-related services, Wagner-Peyser and Reemployment Assistance; the US Department of Health and Human Services (HHS) for Welfare Transition and Temporary Assistance for Needy Families (TANF) services; and the US Department of Agriculture for Supplemental Nutrition Assistance Program (SNAP) although other sources of funding may come available for variable periods of time throughout the contract period. Some examples of other sources currently include the USDOL Dislocated Worker Grant (DWG) funds for Hurricane Irma, USDOL Dislocated Worker Grant (DWG) funds for Hurricane Dorian, COVID-19 NEG funds, USHUD Community Development Block Grant – Disaster Recovery (CDBG-DR), and the State of Florida Sector Partnership NEG funds. This list is not exclusive as grant funding sources can change throughout the contract period.

The specific method of payment for services to be rendered shall be as set forth below and shall be contingent upon demonstration that performance deliverables have been successfully accomplished to BWDB’s satisfaction, and submittal of an invoice with supporting documentation.

Pursuant to the Stevens Amendment, this project is supported by the U.S. Department of Labor Employment & Training Administration, Health and Human Services, Education and Agriculture as part of awards not to exceed \$16,000,000 with 0% percentage financed from non-governmental sources.

### 3. PERIOD OF PERFORMANCE

The parties hereto agree that each of them may execute this Contract on different dates, but hereby acknowledge that this Contract shall begin on July 1, 2021 and remain in full force and effect until June 30, 2022 unless otherwise terminated or extended.

Initial Contract and Option Periods			
Year	Contract Phase	Contract Period	
		From:	To:
1	Base/Initial	July 1, 2021	June 30, 2022
2	Option 1	July 1, 2022	June 30, 2023
3	Option 2	July 1, 2023	June 30, 2024
4	Option 3	July 1, 2024	June 30, 2025

The offer of an option renewal period is not guaranteed, and the award of the initial contract does not imply an exercise of the option renewal. The option to renew and the terms and conditions of the option to renew shall be exercised at the sole and absolute discretion of BWDB.

### 4. NOTICES AND COMMUNICATION

All notices required herein, shall be considered *received* when delivered to:

**Contractor:**

Chakib Chehadi, CEO  
C2 Global Professional Services, LLC  
P.O. Box 92377  
Austin, TX 78709-2377  
Phone: 512-577-3313  
Email: [chakib@c2gps.net](mailto:chakib@c2gps.net)

**BWDB:**

Jana Bauer, Program and Contracts Officer  
Brevard Workforce Development Board, Inc.  
297 Barnes Blvd.  
Rockledge, FL 32955  
Phone: 321-394-0696  
Email: [jbauer@careersourcebrevard.com](mailto:jbauer@careersourcebrevard.com)

4.1 Contractor shall notify BWDB in writing of any material change in its financial condition, which could significantly affect the Contractor's ability to perform or comply with the provisions of this Contract, within three (3) business days. Notification may be made verbally only if followed by a written notification within five (5) business days of the Contractor's learning of the material change. Material changes include, but are not limited to the following:

- Bankruptcy of the Contractor,
- Resignation or transfer of key staff members,
- Lawsuits or other legal action that may materially impact the financial viability of Contractor,
- Official investigations of fraud or abuse on the part of Contractor's staff, officers, or directors, AND/OR
- Theft or loss of funds or equipment that support the contracted activities.

4.2 Contractor shall notify BWDB in writing of the receipt of any Federal, State, or local grant that may materially affect the quality or cost of the services provided under this Contract. In such case, the BWDB shall have the right to renegotiate the price or deliverable performance, or at the BWDB's option, terminate this Contract in part or whole.

### 5. ASSIGNMENT AND SUBCONTRACTS

Contractor may not assign or subcontract any of its duties or responsibilities under this Contract without the express written consent of BWDB. BWDB expects the majority of work performed under this Contract to be done directly by the Contractor. BWDB reserves the right to review and approve any

subcontractors for the Contract and to require the Contractor to replace subcontractors that BWDB finds to be unacceptable. No subcontract will be approved unless the Contractor provides a written guarantee that the Contractor will be contractually obligated to assume all project responsibilities.

Subcontractors are to be considered a direct expense payable by the Contractor. No Contractor mark-up (i.e. profit on profit) will be allowed for subcontractor services. The Contractor shall be fully responsible for contract performance, regardless of any arrangement between the Contractor and its subcontractors.

In the event that a majority of the shares of stock of Contractor are sold, assigned or conveyed, or that control of Contractor is otherwise transferred to an entity other than Contractor's current shareholders, BWDB shall have the right, in its sole and absolute discretion, to terminate this Contract.

## 6. MODIFICATIONS

This Agreement contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between BWDB and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the parties.

The parties agree to modify or amend the Contract as necessary to comply with legislation, regulations, and policy directives; manage funding; and meet the needs of customers.

BWDB reserves the right to issue general notices unilaterally amending this Contract if it does not substantially, nor significantly, modify the scope and intent of work. Such notices will be accomplished by written letter amendment or Contract modification.

## 7. TERMINATION

7.1 Termination at Will: BWDB may terminate this Contract with or without cause by giving sixty (60) days written notice to Contractor.

7.2 Termination for Breach: Upon breach of this Contract by Contractor, BWDB may terminate this Contract by written notice to Contractor. This written notice of termination shall be sent via certified mail, return receipt requested.

BWDB reserves the right to grant the contractor the opportunity to rectify the breach. BWDB may send a suspension notice (via certified mail, return receipt requested) and give Contractor a specific time to respond with a corrective plan. Failure to respond with a corrective plan acceptable to BWDB may result in a termination notice to Contractor effective from the time of the original suspension. Waiver of a breach of any provision shall not be deemed a waiver of any other breach, and no waiver shall be construed to be a modification to any of the terms or conditions of this Contract.

The provisions within this Contract do not limit BWDB's remedies at law or in equity.

7.3 Payment Provisions: In the event of Contract termination by BWDB, BWDB shall be liable for payment of allowable costs to Contractor for prior services rendered up to and including the date of termination, including reasonable and necessary costs to terminate including unpaid leave balances that must be paid to employees. Final billing for payment must be received by the BWDB administrative office within fifteen (15) days of the termination date. A billing received late with a postmark dated on or before the fifteen (15) day mark does not meet the fifteen (15) day deadline.

## 8. DISPUTE RESOLUTIONS

This Agreement is governed and construed according to the laws of the State of Florida, and Contractor expressly submits to its jurisdiction and to the jurisdiction and venue of the Circuit Court of Brevard County, Florida, for any and all disputes which arise out of or relate to this Contract.

## 9. INTERPRETATION

This Contract and its attachments and exhibits as referenced are supplemental and incorporated into this Contract by reference. All attachments and exhibits are binding upon the parties as though fully set out in this Contract.

This Contract incorporates Request for Proposal CSB20-600-001 and all Amendments, Attachments and Exhibits, and Contractor's Proposal and all Attachments and Exhibits by reference and will be interpreted collectively with no sections taken separately and apart.

## 10. PAYMENT AND BUDGET

Overall performance metrics and outcomes for earning award fees will be driven by State negotiated measures with USDOL and will include but not be limited to, employment rate (2<sup>nd</sup> and 4<sup>th</sup> quarter after exit), Median Earnings, Measurable Skills Gains and Effectiveness in Serving Employers. Additional credit will be provided for the Welfare Transition program, Supplemental Nutrition Assistance Program, and other grant deliverables which may be needed from time to time to include new program requirements or challenges issued by state or other agencies.

Payment under this Contract shall be cost reimbursement with performance-based incentive payments not to exceed the contract amount in Section 2 Contract Type and Amount. Payment is subject to appropriate and accurate documentation relating directly to the delivery of services under this Agreement. Training and/or services under any other contract or from any other source are not eligible for payment under this Contract.

Payments to contractor will be made by electronic funds transfer (EFT) or automated clearing house (ACH) in accordance with instructions provided by Contractor to the BWDB Finance Director. The name, title, mailing address, email address, and telephone number of the Contractor official to whom payment shall be sent to is:

Chakib Chehadi, CEO  
C2 Global Professional Services, LLC  
P.O. Box 92377  
Austin, TX 78709-2377  
Phone: 512-577-3313  
Email: [chakib@c2gps.net](mailto:chakib@c2gps.net)

*With a copy to:*  
Patrick Mele, CFO  
C2 Global Professional Services, LLC  
Phone: 512-538-4053  
Email: [pat@c2gps.net](mailto:pat@c2gps.net)

### 10.1 Budget: Contractor shall follow the line items and cost allocations in Attachment C, Budget.

BWDB will directly pay for facility costs (rent, utilities, phones, etc.), equipment (copiers, desks, chairs, tables, etc.), information technology (data lines, network development and maintenance, hardware, software, technical support, etc.), customer training (tuition, books, uniforms, OJT employer reimbursements, customized training costs), and all support services for customers (such as child care, transportation, car repair, etc.). BWDB will also directly pay for BWDB approved job related employee training fees (not including travel, lodging or per diem which will be reimbursed in accordance with state policy) and the staff training budget will be established each program year by BWDB. BWDB **does not** provide systems or services to Contractor staff

for the purpose of asset management, time, and attendance tracking; staff scheduling, payroll processing; miscellaneous financial accounting and general ledger activities, or Internal purchasing of items such as non-standard office supplies.

Contractor shall maintain the positions established at the beginning of each contract period. Position changes that have no impact on the budget and the ability of the Contractor to effectively execute the work may be made without prior written consent of BWDB; however the BWDB President shall be apprised of such changes via e-mail, telecom or in person. Those position changes that require a contract modification for either an increase in budget or change in work scope will require the prior written approval of the BWDB President. Additionally, Contractor shall not exceed the total Salary Budget Category without prior approval.

BWDB shall conduct quarterly reviews of Contractor's line item expenditures and cost allocations within budget categories to determine projected budget overruns/underruns.

- 10.2 General Provisions: Payments under this contract shall be for costs up to the maximum of the contract value for allowable, allocable, and necessary costs and for performance outcomes as described below.

Contractor shall provide a cost comparison prior to the purchase of any materials or supplies utilized by the Contractor that will be billed to BWDB.

BWDB shall release funds based on evidence of progress supported by documentation maintained by Contractor in accordance with the terms of the payment schedule of this Contract. Contractor shall provide BWDB with access to this documentation, as requested or required.

- 10.3 Cost Reimbursement: Under the Contract, Direct Program budgeted costs, identified by line-item in Attachment C, will be invoiced monthly on a cost reimbursement basis.

The indirect costs plus incentive fee shall not exceed 15% of the total contract costs.

- 10.4 Indirect Cost Rate: Contractor has opted to accept a rate less than the de minimis maximum rate of 10%. For the base period of this contract, the Indirect Cost rate is 8.0%. Indirect costs in the contract budget are 8.0% of Total Direct Costs. Indirect costs will be billed monthly at a proportional amount (8%) of the modified total direct costs (MTDC).

- 10.5. Incentive Fee: Total Incentive Fee for the base contract period of performance shall not exceed 6.0% of total direct costs. The total amount of Incentive Fee available for the base contract period is \$224,995, consisting of \$201,100 for general contact programs; \$990 for the NEG Irma grant; \$10,095 for the NEG Recovery grant (Brevard Recovery Works); \$568 for the NEG Dorian grant; \$2,447 for the NEG COVID-19 grant; and \$9,795 for the Rebuild Florida grant. See Section 11. Performance for a detailed breakdown of elements of performance and the corresponding incentive payments.

Payment of withheld Incentive Fee will be available for Contractor to earn on a quarterly basis and shall be based on a performance measurement model based on the elements delineated below. At the end of the program year or close of the contract if the contractor has not met the measures in an element the funds allocated in the element for the period of performance will be forfeited.



Contractor Incentive Fee, identified in Attachment C, will be withheld by BWDB until measurable performance outcomes are achieved and documented. BWDB reserves the right, at its sole and absolute discretion, to provide relief to Contractor for performance measures impacted by items outside of Contractor's control.

- 10.6. Invoicing: Contractor shall submit Attachment A: Monthly Request for Payment to the BWDB Finance Director by the 10<sup>th</sup> of each month, along with all required documentation and any deliverables due under the Contract.

A Monthly Request for Payment received after the 10<sup>th</sup> or received with incomplete documentation or without the deliverables, if any, may be processed the following month or within thirty (30) days of receipt of the required documentation and/or deliverables, whichever is later.

In addition to the "Monthly Request for Payment" to be submitted by the 10<sup>th</sup> of each month, Contractor will submit to the BWDB Finance Director request for payment of payroll costs for the previous payroll period for payroll related costs every two weeks. C2 GPS will retain all liability for payments to SWBC, PEO.

- 10.6.1. Invoice Documentation: BWDB considers required documentation as the following:

1. Original and completed monthly Request for Payment, reflecting the appropriate time period and signed by an authorized Contractor official;
  2. General or Accounting Ledger accurately reflecting all amounts billed; OR copies of paid invoices and checks for reimbursement of supplies, equipment, travel expenditures (including travel log with appropriate approval signature), and justification of the allocation of costs within the line item budget. Supporting explanations and/or calculations must be included to sufficiently verify ledger entries and to reconcile ledger line items to corresponding line-items on the Request for Payment. All costs billed must be incurred and paid;
  3. Payroll ledger/register reflecting allocation of staff time among cost categories and signed by an authorized Contractor official for reimbursement of salaries and benefits;
  4. Time and attendance sheets, as appropriate, for each person billed under the Contract. Time sheets should be submitted in a timely manner and coincide with payroll processing dates. Prior written Board approval must be obtained for those persons not working solely for the purpose outlined in the contract and a timesheet must be submitted indicating actual hours worked as billed. Hours cannot be based on percentage of time or based on budget;
  5. Supporting explanations for allocations and/or calculations sufficiently verifying ledger entries, and reconciled ledger line items to the corresponding line items on the Request for Payment;
- AND**
6. Detailed tapes and/or highlighted numbers on the invoices to support amounts listed on the payment requests.

- 10.6.2. Invoice Variances: BWDB expects the following items will occur or payment may be denied for any variances until corrected by contractor:

1. Invoice should only include staff wages/fringes/expenses in support of the BWDB contract.
2. Payroll journal should balance to wages total(s) on invoice(s). Variances are to be footnoted.
3. Timesheets should be for the same period as the Payroll Journal being invoiced.
4. Travel and mileage reimbursements must be at the current State of Florida/DEO approved rate.
5. Any costs being allocated between multiple contracts must be properly documented/supported with each invoice.
6. All costs should be incurred and paid in the month that precedes the invoice date.

The BWDB Finance Department will provide written notice to Contractor within seven (7) working days of receipt of the monthly payment request if any deficiencies are identified. Contractor will then be permitted up to three (3) working days from the notification date to resubmit a corrected monthly payment request.

**Final billing for payment must be received by the BWDB administrative office no later than fifteen (15) days after the contract end date. A billing received late with a postmark dated on or before the fifteen (15) day mark does not meet the day deadline.**

- 10.7. Deobligation of Funds: Contract funds obligated under this contract may be deobligated and no longer available, owed, or due to Contractor should Contractor fail to meet any of the terms of this contract.
- 10.8. Budget Adjustments: Without contract modifications, Contractor may adjust budgeted individual direct cost category line items by no more than 10% of that direct cost category line item subject to the following situations:
  - 10.8.1. All contemplated adjustments must first be submitted in writing to the BWDB Director of Finance for prior approval. All requests for adjustment shall include a justification for the adjustment. Adjustments due to corporate cost variations shall not be approved. Failure to obtain prior approval shall result in BWDB's determination that Contractor costs exceeding the current line item budget shall not be reimbursed.
  - 10.8.2. All contemplated adjustments shall be for the benefit of employees currently budgeted to the contract.
  - 10.8.3. Adjustments shall only be offset by transferring a dollar amount out of the offset (funding) cost category line item to a maximum increase of 10% of the cost category line item being funded.
  - 10.8.4. Offsets shall not be reallocated out of the budgeted "Salaries" cost line item without prior written approval of the BWDB President. Contractor shall first submit a written justification to the BWDB Director of Finance that includes, but is not limited to, the reason for using the salary line item and why there is availability of funds suitable for the reallocation/offset. The BWDB Finance Director shall review and forward the request to the BWDB President for approval.

- 10.8.5. Contractor may not exceed contract value without a written contract modification approved and signed by BWDB.
- 10.8.6. No adjustments to Incentive Fee may be made without a written contract modification approved and signed by BWDB.
- 10.9. Deviations of the Expenditure Schedule for Reimbursable Costs (Attachment D-1) in excess of 10% during the contract period will result in BWDB's request for a corrective action plan by Contractor to be approved by BWDB.
- 10.10. Final Payment: The BWDB shall withhold final payment, or 1/12th of the contract value, whichever is more, until all deliverables are received.
- 10.11. Return of Funds and Disallowed Costs: Contractor shall immediately return to BWDB any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to Contractor by BWDB or funds that are disallowed in the final resolution of an audit report. In the case of disallowed costs, Contractor shall repay from funds other than funds received under this Contract. BWDB may withhold funds from future deliverables or other requests for payment pending resolution of disallowed costs.

Upon accidental payment to Contractor, refunds, or credits from training institutions or other vendors for costs that have been paid by BWDB shall be returned to that institution or vendor, noting that direct payment should be made to BWDB.

## 11. PERFORMANCE

BWDB establishes local performance measures to evaluate program effectiveness and achieve continuous improvement in the delivery of services. BWDB is held to a specified level of performance and may be sanctioned for failing to meet a measure in two consecutive years. Below are the Elements of Contractor Performance Earnings for PY 21-22 and is a summary of Attachment F: Performance Standards.

Elements of Contractor Performance Earnings - PY 21-22						
Measures						
Objective/Criteria	Minimum	Accelerated	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
<b>Customer Services</b>						
Brand New Jobseekers with Extra Credit	1,650 per Qtr.	1,800 per Qtr.	Data Source: SQL Reports			
Customer Engagement	70%	75%	Data Source: SQL Reports			
<b>Entered Employment Rate/Positive Outcome</b>						
Adults	90%	95%	Data Source: SQL Reports			
Dislocated Workers	90%	95%	Data Source: SQL Reports			
Youth	90%	95%	Data Source: SQL Reports			
Welfare Transition*	33%	38%	Data Source: Monthly Management Report			
Wagner Peyser	37%	40%	Data Source: SQL Reports			
Short Term Veteran	38%	42%	Data Source: SQL Reports			
<b>Average Wage at Placement</b>						
Adult	\$17.01	\$17.73	Data Source: SQL Reports			

Elements of Contractor Performance Earnings - PY 21-22						
Measures						
Objective/Criteria	Minimum	Accelerated	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Dislocated Worker	\$18.59	\$19.31	Data Source: SQL Reports			
Youth	\$10.90	\$11.15	Data Source: SQL Reports			
Welfare Transition*	\$10.01	\$10.65	Data Source: Monthly Management Report			
Wagner Peysner	\$11.44	\$12.15	Data Source: SQL Reports			
Retention at 12 Months						
Adult	80%	85%	Data Source: SQL Reports			
Dislocated Worker	80%	85%	Data Source: SQL Reports			
Youth	72%	75%	Data Source: SQL Reports			
Measurable Skills Gain						
Adult	55%	60%	Data Source: SQL Reports			
Dislocated Worker	55%	60%	Data Source: SQL Reports			
Youth	55%	60%	Data Source: SQL Reports			
Quality of Referrals						
Referral to Placement Ratio by Jobseeker	45%	50%	Data Source: SQL Reports			
Training Services						
PFM Career Training Services	53%	58%	Data Source: SQL Reports			
Grants and Special Projects Measured Annually						
Performance on Special Projects and Grants	N/A	N/A	Data Source: Program Manager Reports			

The Performance Measurement Model for ensuring payment of the withheld Contractor Incentive Fee contains the following measurable elements:

- A. **Element A Minimum Performance** - Contractor meeting or exceeding minimum performance on 80% (17 of 21 for quarters 1-3 and 18 of 22 for quarter 4) of the Performance Measures established in Attachment F by BWDB. This performance element is available for Contractor to earn on a quarterly basis in equal amounts and is payable for the quarter in which it is earned. **The total amount available for this element for the base period is \$123,747.**
- B. **Element B Accelerated Performance** - Contractor meeting the accelerated percentages set on 50% (10 of 21 for quarters 1-3 and 11 of 22 for quarter 4) of the Performance Measures established in Attachment F by BWDB. The Board reserves the right, at its sole and absolute discretion, to consider the significance of DEO performance funding model targets and to provide relief to Contractor for performance measures impacted by items outside of the Contractor's control. This performance element is available for Contractor to earn on a quarterly basis in equal amounts. **The total amount available for this element for the base period is \$67,499.**
  - a. Quarterly withheld Incentive Fee payments for this element are fully retroactive, meaning if this Performance Measure is not met early in the Contract it is payable retroactively from the beginning of the contract upon meeting this Performance Measure. These quarterly payments are awarded on a good faith basis, and all prior payments for those

performance measures that are missed at the end of the program year or close of the contract will be repaid in full to BWDB by Contractor.

**C. Element C Programmatic Monitoring** - Contractor meeting or exceeding a minimum score of 75 or higher on the BWDB performance evaluation (see below) related to programmatic monitoring results based on the following criteria:

1. Historical trend comparison of findings, observations, and systemic issues noted in monitoring results conducted in the current contract period to most recent past monitoring results.
2. Percentage of change in the total number of findings, observations and systemic issues between the monitoring exit reports to final report data.
3. Percentage of demonstrated system changes annotated in contractor's Corrective Action Plan that have resulted in improvements to monitoring results.

**The total amount available for this element for the base period is \$33,749.**

**PERFORMANCE EVALUATION MATRIX**

#	Focus	Rating Method	2021-2022 Result	SCORE
1	<i>Historical Trend Comparison of Current DEO Monitoring to Most Recent Monitoring.</i>	Upward Trend = 0 (Not considered upward until it is an increase of more than 2) No Change = 15 Downward Trend = 25		
2	<i>Historical Trend Comparison of Current TLHW Monitoring to Most Recent Monitoring to include use of established baseline error rates.</i>	Upward Trend = 0 (Not considered upward until it is an increase of more than 2) No Change = 15 Downward Trend = 25		
3	<i>System Improvements Based on Corrective Action Plan (CAP) actions taken the year immediately preceding the current PY.</i>	System Improvement % 0 = 0 1-25 = 10 26-50 = 25 51-75 = 40 76-100 = 50		
Total Points Applied = % of points or value assigned to monitoring performance				
<b>CONTRACTOR REQUIRED TO SCORE 75 OR MORE POINTS TO RECEIVE PERFORMANCE INCENTIVE.</b>				

*The Board reserves the right, at its sole and absolute discretion, to consider the significance of findings noted in DEO monitoring results in determining Contractor results and scores and adjust accordingly.*

**12. TRAVEL POLICY**

Contractor shall comply with Board policy and applicable federal and state legislation.

**13. AUDITS AND MONITORING**

Program specific monitoring and compliance audits shall be provided under circumstances and conditions required by laws or regulations that are applicable to the Terms and Conditions of this contract. Audits shall be conducted in accordance with Generally Accepted Auditing Standards and shall be an independent certified audit only if required. Contractor agrees to fully cooperate in all auditing and monitoring efforts and pay any reasonable amounts determined due under this contract. The parties shall be entitled to contest any audit findings.

Contractor shall respond in writing to monitoring reports and requests for corrective action plans within ten (10) working days after the receipt of or by the deadline date identified by BWDB, whichever is sooner.

Contractor is required to comply with the audit requirements as per the DOL's Uniform Guidance in TEGL15-14 and in compliance with 2 CFR Part 200 and 2 CFR Part 2900.

At any time during normal business hours and as often as the following organizations, or their designated representatives may deem necessary, Contractor shall provide access to and the right to examine all records, books, papers, or documents related to the Contract;

- BWDB,
- The State of Florida,
- United States Department of Labor,
- United States Department of Health and Human Services,
- Comptroller General of the United States,
- The Program Review Unit/Office of Workforce Program Development and Guidance, AND/OR
- The Office of Civil Rights.
- Other grantors not known at the time of this agreement.

These data and records shall be available for examination, audit, or for the making of excerpts or copies of such records for the purpose of auditing and monitoring program activities and determining compliance with all applicable rules and regulations and the provisions of this Contract.

Contractor shall respond promptly to reasonable requests for information by BWDB.

#### **14. INTERNAL FINANCIAL CONTROLS**

The fiscal controls, accounting procedures and financial reporting shall be performed in accordance with Generally Accepted Accounting Principles (GAAP) and Contractor shall be responsible for implementing and maintaining procedures and internal financial controls governing the management and utilization of funds provided in this Contract.

Contractor shall understand and use applicable federal Office of Management and Budget (OMB) cost and administrative circulars, and applicable federal and state laws and regulations in budgeting and expending the public funds under this contract. Contractors must maintain cost allocation plans that properly allocate costs between management/administrative functions and operations, as well as among the various service modules funded by BWDB. Contractors' cost allocation plans must meet BWDB requirements and will be reviewed by Board staff.

Costs shall be tracked in sufficient detail to determine compliance with prescribed cost categories and Contract requirements to the extent that they are expended on the program covered by this Contract and to ensure funds have not been unlawfully spent. All expenditures must be necessary and reasonable for proper and efficient administration of the program and allowable under the appropriate funding source.

Contractor represents and warrants that it has implemented administrative controls to identify customer costs that are supported by other Federal, State, or local programs to ensure costs are not being duplicated or comingled. The comingling of funds with other funding sources is prohibited. Contractor costs or earnings claimed under one contract or grant may not be claimed under any other contract or

grant and Contractor shall maintain fiscal capacity in accordance with the proposal submitted resulting in the award of this Contract.

## 15. INSURANCE

Contractor shall, at its sole expense, maintain the following insurance. A certificate of insurance satisfactory to BWDB and evidencing the coverage must be presented to BWDB prior to commencement of services and updated upon exercise of any option to extend the contract. All policies of insurance referenced herein will be primary and will include BWDB as an additional insured party with the exception of Workers' Compensation. All policies will include provisions that the insurers waive the rights of recovery or subrogation against BWDB. BWDB shall be exempt from, and in no way liable for, any sum of money which may represent a deductible in any of the aforementioned insurance policies. The payment of such deductible shall be the sole responsibility of Contractor.

- 15.1 Liability Insurance: A standard liability insurance policy in the single amount of \$1,000,000 per occurrence and \$2,000,000 as an aggregate amount. General liability insurance in an amount not less than \$100,000 per person and \$200,000 per occurrence.
- 15.2 Worker's Compensation: Workers' Compensation or similar insurance which provides coverage to all staff in at least the minimum statutory limits required by the state of Florida.
- 15.3 Bonding: A company-wide blanket Employee Fidelity Bond intended to cover every officer, director, agent, subcontractor, or employee authorized to receive or deposit funds under the contract, or issue financial documents, checks, or other instruments of payment of program costs. This bond shall be in the amount of \$100,000 or the highest planned single payment by the BWDB during the contract period, whichever is more.
- 15.4 Motor Vehicle Insurance: When using motorized vehicles in performance of actions authorized by this contract, Contractor agrees to obtain Motor Vehicle Insurance coverage in the amounts of not less than \$500,000 property damage, and \$1,000,000 per person, per occurrence. Contractor shall require and maintain proof of current motor vehicle insurance and vehicle registrations of all employees receiving any vehicle reimbursement expenses, including, but not limited to, mileage reimbursement.

## 16. RELIGIOUS OR POLITICAL ACTIVITY AND NEPOTISM

- 16.1 Religious Activity: Contractor shall ensure compliance with all laws relating to the use of funds as they pertain to any legal prohibition against the support of any religious activity and agrees not to use funds in violation of any legal prohibition regarding religious activity.
- 16.2 Political Activity: Contractor shall ensure that no funds appropriated under this Contract are used for political, lobbying, legislative, or union-organizing activities.
- 16.3 Nepotism: Contractor shall comply with Florida Statutes, if applicable, by ensuring that no officer, employee, or member of Contractor's governing body shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person.

## 17. CONFLICT OF INTEREST

Pursuant to WIOA sec. 121(d)(4)(A), sec. 679.430 and sec. 678.620, the Department of Labor requires the internal controls to be in place to prevent conflicts of interest when any entity has been selected to

perform multiple functions in a Local Area. Emphasis is placed on the importance of appropriate firewalls between service provision staff and oversight of the system, and Section 678.625 that indicates that specific policies and procedures are to be written and incorporated as standard protocols that address the oversight, monitoring, evaluation of performance for both the One Stop Operator and Workforce Services Provider.

Contractor shall not engage in any conduct or activity that constitutes a conflict of interest under Florida law or the Florida Code of Ethics pertaining to public officials. Employees and agents of Contractor shall be prohibited from using their position for their personal gain or personal benefit. A detailed Agreement entered into by Contractor, BWDB and the Chief Elected Official is attached and describes all documented policies and procedures pertaining to established firewalls and code of ethics.

## 18. PROGRAM INCOME

Public or private non-profit Contractor revenues in excess of costs are to be treated as program income in accordance with the BWDB Program Income Policy and the Office of Management and Budget (OMB) regulations. ***Any failure on the part of Contractor to fully comply with the Program Income provisions cited may result in cost disallowance and the repayment in cash of amounts directly related to the violation.***

## 19. PUBLIC RELATIONS

Contractor assures that all contract related inquiries or contact by the media will be immediately referred to the BWDB Communications Director or the BWDB President. Contractor staff is prohibited from any media contact related in any way to the BWDB, Brevard Workforce Career Centers, workforce activities, or any other BWDB interest or product unless first approved by the BWDB Communications Director or the BWDB President. *If Contractor staff fails to comply with this prohibition, Contractor agrees to take appropriate action to ensure future compliance.*

Contractor shall coordinate all contract related publicity and other promotional activities with the BWDB Communications Director. Contractor shall inform BWDB in advance of any Contract related promotional plans or media strategies, and prior to any media contact. Contractor shall not execute any of the said plans, strategies, or contact without the prior approval of the BWDB Communications Director. BWDB shall be recognized in writing on visual activities and verbally for aural activities as a funding source in all outreach/media efforts related to the programs funded within the scope of this Contract.

## 20. REPORTS AND DELIVERABLES

All Requests for Payment, Contract Close-Out Reports, Independent Audit Reports, and all other required reports and deliverables shall be consistent with the attachments to this Contract and shall be submitted within the time required by BWDB, laws, and/or regulations.

BWDB will review all Contractor reports. BWDB retains the right to seek clarification or to request expansion of any and all deliverables and has final approval authority of any and all deliverables before release of funds. If upon review Contractor's reports are deficient to the requirements of BWDB, BWDB may require Contractor to submit a corrective action plan to BWDB.

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## Part 2 – Statement of Work

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Contractor shall provide a high quality, integrated workforce services program using a Business to Jobs (B2J) model of operation that is responsive to the needs of employers and residents of Brevard County via three (3) fixed site CareerSource Brevard One-Stop Career Centers (CSBCC) currently located in Palm Bay, Rockledge and Titusville, Florida.

The CSBCC's are full-service locations for the integrated employment and career development system coordinated and structured by BWDB.

The CSBCC's have two primary customers: employers and jobseekers. Each career center provides employers a full range of services including, but not limited to, labor market information, job order listings, job matching and placements, rapid response, recruiting events, and training and education for the current workforce.

The CSBCC's also provide jobseekers with training and employment opportunities using an integrated case management system for the delivery of workforce services to Welfare Transition (WT), Workforce Innovation and Opportunity Act (WIOA), Supplemental Nutrition Assistance Program (SNAP, Trade Adjustment Assistance, (TAA), Wagner Peyser (WP), Veteran, and Reemployment and Eligibility Assessment (REA) customers.

Contractor shall ensure that the CSBCC's provide universal services equitably to all the various groups of employer and jobseeker customers. The CSBCC's must have solid, effective methods for serving a wide range of diverse groups. A primary measure of success for Contractor will be meeting and/or exceeding the performance measures set forth in the Contract. With respect to the day-to-day CSBCC operations and management, Contractor shall be responsible for the functional integration of all workforce investment activities of the CSBCC's to ensure that they meet the needs of employers and jobseekers by enhancing communication, coordination, collaboration and engagement of customers. Contractor shall supply all personnel, labor, materials, and supplies necessary in performance of the contract. Contractor shall be responsible and accountable for effectively and efficiently managing and delivering the services and activities below while providing excellent customer service and achieving the contracted performance measures and deliverables established by the Board.

### 1. GENERAL SERVICES

- 1.1. With respect for overall operations and management of the CSBCC's, Contractor will be required to provide services and activities in accordance with, and as subscribed and authorized by Workforce Innovation and Opportunity Act (WIOA) [Public Law 113-128 (29 U.S.C. Sec. 3101, *et. seq.*)] and associated WIOA USDOL Final Rule [20CFR Parts 603, 652-654, 658, 675, 679 – 688] and Joint USDOL and US Dept. of Ed. Final Rules [20CFR Parts 676-678 and 34CFR Parts 361 and 463], related state and federal laws, rules, regulations, policy, guidance, communiqués and memoranda, as well as BWDB policy.
- 1.2. Contractor shall utilize the universally accessible systems provided by BWDB using standard business software for all CSBCC related procedures, forms and policies that is available to all CSBCC and BWDB staff.
- 1.3. Contractor shall ensure that services are broadly available to customers during traditional hours of operation during times that will meet the needs of the majority of customers. The Contractor

must have a staff presence at the CSBCC's whenever they are in operation. At a minimum, CSBCC's must be open to the public from 9 a.m. – 6 p.m., Monday through Thursday and Friday from 8 a.m. – 12 noon. Virtual services will be provided and include extended virtual hours of operation. Virtual services may include but are not limited to workshops, job fairs, and one-on-one customer appointments. The Career Centers will be closed on applicable State and Federal holidays and any other additional days approved by BWDB. The presence of staff in the CSBCC's outside of these hours shall be mutually agreed to between Contractor and BWDB prior to the contract start date. Center hours may be adjusted at BWDB discretion. Saturday hours must be available if special conditions warrant as instructed by BWDB. In addition, Contractor must ensure that arrangements are made to keep service delivery available throughout the holiday seasons with limited closings for major holidays.

- 1.4. In some cases, and in particular during national emergencies, BWDB may receive National Dislocated Worker Grant (DWG) or National Emergency Grant (NEG) funding to respond to large, unexpected layoff events causing significant job losses (e.g. end of shuttle program; pandemics, military base closures, etc.). This funding also addresses rapid employment needs in our area when an emergency or major disaster, such as a hurricane, has occurred. The purpose of the funding is to create temporary jobs to provide clean-up, restoration, and humanitarian assistance to designated communities. Contractor may be requested to provide services outside the stated scope of services and hours. These services will be identified and agreed upon following identification of BWDB requirements and will be considered a reimbursable expense.
- 1.5. Contractor will be required to meet all performance requirements as indicated by BWDB. Current performance requirements include but are not limited to WIOA Common Measures, Monthly Management Report (MMR) and CareerSource Florida Continuous Improvement Performance Initiative (CIPI). Reports may be periodically changed depending on grantor and BWDB requirements. Contractor will be responsible for meeting specific grant reporting requirements for any new grants received during the contract period.
- 1.6. Contractor shall ensure compliance with all State and Local policies and procedures relative to the One-Stop System and One-Stop Career Centers. The contractor may suggest revisions, additions and deletions to policies based on program knowledge and expertise.
- 1.7. Contractor will be required to provide monthly, bi-monthly, or quarterly progress reports or presentations of program performance and expenditures in comparison to the deliverables agreed upon in the contract.
- 1.8. As requested by BWDB, work collaboratively with Board staff, partners, community members and others to provide the resources necessary to support other funding opportunities; assist with the preparation of reports and other documentation as requested; and provide quotations or project costs as required.
- 1.9. As the One-Stop Operator, Contractor will be responsible for implementing and fulfilling BWDB cooperative agreements and memoranda of understanding (MOU) with partners.
  - 1.9.1. Understand the mission, vision, and service delivery requirements of the required one-stop partners to better strategically align with BWDB priorities and services.
  - 1.9.2. Work to support building relationships with the required partners of the designated comprehensive one-stop center, as defined by BWDB.

- 1.9.3. Facilitate conversations and support the development of a mutual client assessment and referral process; an agreed upon data sharing process, and a mechanism to capture performance between all partners.
  - 1.9.4. Convene quarterly meetings to share information, discuss strategies to positively impact employment outcomes for shared customers, and problem-solve collaboration issues.
  - 1.9.5. Make recommendations for additional partners that will help improve and support the one-stop system.
  - 1.9.6. Provide monthly written reports that includes updates to partner strategies to coordinate and deliver services, participant outcomes, partner success stories, and highlights of services coordination efforts, to BWDB's designee.
- 1.10. Additional grants, contracts and workforce services may be obtained and provided by BWDB during the contract period. It is anticipated that most of the additional service programs will have deadlines and performance measures. Contractor will be required to support BWDB in the administration/local management of these additional grants and contracts regardless whether the performance is listed as specific pay point in the final contract. The Service Provider shall provide information specific to the capacity of the organization to respond to additional requirements while still maintaining normal programs and services and all expected performance levels. Contractor shall provide services for those special projects funded by BWDB or some other funding source. Contractor shall also provide technical assistance and staff training to these special projects as requested by BWDB.
- 1.11. The Board's revenues, which it uses to fund contracts and operations, are primarily federal and state funds, subject to the requirements for use of public funding. Contractor is expected to understand and use applicable federal Office of Management and Budget (OMB) cost and administrative circulars including 2 CFR, Chapter II, Part 200, et al., and applicable federal and state laws and regulations in budgeting and expending the public funds in their BWDB contracts. Contractor must maintain a cost allocation plan that properly allocate costs between management/ administrative functions and operations, as well as among the various service modules funded by BWDB. Contractors' cost allocation plans must meet BWDB requirements and will be reviewed and approved by Board staff. BWDB will ask Contractors to develop their allocation plans when negotiating a contract budget.
- 1.11.1. Contractor will be subject to mandatory, BWDB provided, independent programmatic and financial monitoring evaluations as well as separate monitoring evaluations conducted by the State of Florida Department of Economic Opportunity and the US Department of Labor.
    - 1.11.1.1. Contractor will be required to develop internal monitoring procedures to ensure that program operations are conducted in compliance with WIOA Final Rules and Regulations as well as Federal, State and Board requirements.
    - 1.11.1.2. Contractor will be required to respond to any findings in accordance with Board requirements.

- 1.11.2. If indirect costs are included in the budget, then Contractor must include either, a) an agency approved indirect cost rate with a copy of the Negotiated Indirect Cost Rate Agreement (NICRA), a description of the base used to calculate indirect costs along with the amount of the base, and the total indirect costs requested, or b) if Contractor meets the requirements to use the 10 percent de minimis rate as described in 2 CFR Part 200.414(f) and 2 CFR Part 2900, then include in the Cost Allocation Plan a description of the modified total direct costs base (see 2 CFR Part 200.68 for definition) used in the calculation along with the amount of the base, and the total indirect costs requested based on a maximum 10 percent de minimis rate.
    - 1.11.3. Contractor must accept complete liability for its role in providing services for all aspects of any WIOA program conducted under contract with BWDB. Contractor will be liable for repayment of any disallowed costs or illegal expenditures of funds or program operations conducted.
  - 1.12. As required by BWDB, Contractor shall attend both regularly scheduled and impromptu meetings, either in person or via teleconference, to review overall performance, and to address issues to ensure that the needs of employer and jobseeker customers are met and duplication of services is minimized or eliminated. Contractor will be expected to provide timely response and action as course corrections dictate. Contractor is expected to make suggestions and recommendations to maximize performance.
  - 1.13. Contractor shall designate a knowledgeable primary point of contact who shall have optimum management and operations authority and be available to the Board during normal business hours as defined by BWDB with the ability to provide live assistance during those times. During peak performance periods, or emergencies, Contractor primary contact and/or staff may be required to be available beyond these parameters. Contact information shall be made available to BWDB for after-hours assistance. Contractor is expected to notify BWDB if there are any changes to the primary point of contact within 24 hours of a change.
  - 1.14. Contractor is responsible for the control of all CSBCC assigned property. A Property Account Custodian shall also be designated to account for all acquired and BWDB tagged property assigned to the CSBCC's and verify property is maintained and controlled. All property is to be used for the sole purpose of the delivery of workforce services. All property purchased under the contract will comply with the terms of the State of Florida DEO policy regarding Accounting and Reporting Requirement for WIOA Property (FMA-86-3). Accountability for property purchased with WIOA funds must be in accordance with Chapter 273, Florida Statutes and Rules of the Auditor General - Chapter 10.300 State-Owned Tangible Personal Property. Equipment ownership will vest with the Service Provider until the end of the program at which time ownership will revert back to the Board.
    - 1.14.1. Contractor must notify BWDB immediately when property is acquired, lost, missing, destroyed, relocated, or sent for maintenance or repair and must ensure theft of property is reported to proper authorities immediately. Depending upon the circumstances and value of the lost, missing or destroyed property, Contractor may be liable for the cost of replacement.
  - 1.15. The Military Family Employment Advocacy (MFEA) program provides advocates through Florida's One-Stop Career Centers for regions where military bases and communities are located. The primary focus of the program is to assist military spouses and dependents in obtaining and retaining gainful employment. Patrick Space Force Base is located within the

BWDB region and provides space at the Airmen & Family Readiness Center for the one staff person assigned. This staff person is part of the career center contract. Persons eligible for assistance through this program include spouses and dependents of active-duty military personnel, activated Florida National Guard members, and activated military reservists. The Contractor is expected to assist in maximizing this resource by suggesting and implementing innovative services to the MFEA program.

- 1.15.1. Contractor will, in coordination with BWDB, designate a Military Family Employment Advocate who will serve as a designated advocate for the employment of military spouses and families and through coordination with the Department of Defense (DOD) Family Support/ Service Centers and Transition Assistance Programs (TAP), identify military spouses and families for workforce services.
- 1.16. Services include, but are not limited to, registration, assessment and testing services, job search and placement assistance, resume assistance, labor market information, employability skills workshops, job clubs, career planning and counseling, case management, interviewing skills training, and referral to educational and training programs. WIOA contemplates additional services not listed here but may be requested in the future. Contractor is expected to be knowledgeable of such services and provide recommendations when appropriate.
- 1.17. All CSBCC's will provide a wide range of short-term skills development opportunities through multiple service delivery methods.
- 1.18. BWDB staff plans and directs all external marketing, outreach, and system communications. Contractor involvement in these efforts is at BWDB direction. The Contractor is expected to provide suggestions and recommendations to BWDB to maximize service to customers. Internal communications, flyers, etc. are produced by Contractor and must be in compliance with BWDB guidelines and policy.
  - 1.18.1. Internal printed material and other written information at the CSBCC's must be language accessible for Brevard County's diverse population of jobseekers. Whenever feasible, language barriers should be removed so that all visitors to the CSBCC's feel welcome and can benefit from the experience. Depending on future guidance, the contractor may establish and maintain a Limited English Proficiency Plan (LEP Plan), including services for individuals with a hearing impairment.
- 1.19. Contractor will be required to maintain accurate auditable records, including, but not limited to, records, timesheets, activity logs, invoices, or other expense records, which are the basis of charges for any fees, expenses or other charges to BWDB under the contract. State regulations require that all records attributable to the contract must be maintained for a minimum period of 5 fiscal years after all applicable audits have been released.
- 1.20. Any work product developed by Contractor in performance of this contract will require review and approval by BWDB and shall be the sole property of BWDB. BWDB shall have the right to copyright or otherwise protect its rights in, and ownership of, the work product.
- 1.21 Contractor will be required to develop systems to provide user-friendly ad hoc reporting capability and ensure that such systems produce all information needed to manage the daily operations of the CSBCC's. This information includes, but is not limited to, program operation, performance outcomes, customer satisfaction, cost effectiveness, unduplicated

customer and transaction counts, training enrollments, etc. Contractor will be responsible for submitting reports with real-time data that reflect progress towards meeting these metrics.

- 1.22 Contractor shall create and implement a continuous improvement model of the career center services using leading indicator performance measures to quantify and evaluate organizational success relative to meeting operations expectations and performance outcomes, and ensure means are developed to improve performance.
- 1.23 Contractor shall serve any specific industry or population the BWDB identifies and targets as special priority.
- 1.24 Contractor shall not at any time or in any manner, either directly or indirectly, disclose, publish or otherwise reveal information obtained by Contractor in performance of the contract to any other party for any purpose not in conformity with state and federal regulations without the prior approval of BWDB.
- 1.25 Assist employer and jobseeker customers with responsive and knowledgeable staff through a user-friendly, quality driven, service delivery system. Adequate staff will be assigned to facilitate customers through the identification, access, and use of services.
  - 1.25.1 In accordance with State policy, minimum skills standards for front-line staff (all those employees providing direct customer service) includes communication skills training, basic computer software skills (e.g. Word, Excel, Outlook) training, specific programmatic training and attainment of Florida Workforce Professional Tier 1 Certification. Training and certification are provided through the Florida Department of Economic Opportunity Learning Management System.
    - 1.25.1.1 Newly hired front line staff must attain the Tier I certification within six months of their hire date. For this purpose, front line staff is defined as any individual who works primarily with customers, either employers or jobseekers.
    - 1.25.1.2 After the attainment of the initial certification, staff must complete in the second year and thereafter, 15 hours of continuing education credits per year to remain certified. New staff who complete their Tier 1 Certification have a one-year period after the completion date to accumulate their credits. Contractor will identify staff that will be assigned to system-wide training and who will be expected to train or coordinate the training of new and existing staff to include, but not limited to, competency based training across programmatic funding lines, organizational productivity, and customer service.
- 1.26 Contractor is required to utilize the [US Department of Homeland Security's E-Verify system](#) to verify employment eligibility of all persons employed during the contract term by Contractor to perform employment duties within Florida; and all persons assigned by Contractor to perform work under the terms of the contract.
  - 1.26.1 All employees of One-Stop Center contractors, subcontractors, or agents with access to, and the ability to change or destroy confidential data, including data stored in the information systems used by workforce service providers to manage and report participant information, are required to undergo background screening as a condition

of employment or contract award. Contractors shall be rescreened upon assignment to a new contract, or after a new contract award period or based on the screening standards prescribed by the State of Florida. All staff are required to have a Level 1 background screening.

- 1.26.2 [Section 435.03](#) mandates that a Level 1 background screening shall include but not be limited to, employment history checks and statewide criminal correspondence checks through the Florida Department of Law Enforcement. Local criminal record checks through local law enforcement agencies may be included. Any person for whom an employment screening is required by statute must not have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, any offence prohibited under [Section 435.04\(2\)](#) or similar law of another jurisdiction. The background screening results shall be used to determine eligibility for employment or continued employment, and approval of contractor/agent personnel performing work on behalf of BWDB.
- 1.27 Ensure employers and jobseekers are made aware of and can access services in a timely manner.
  - 1.27.1 Employers and jobseekers will learn about the services, understand the services available to them, and be directed to services immediately upon entering the centers.
  - 1.27.2 Contractor shall ensure employers and jobseekers are given access to the services they need to successfully achieve their business or career goals.
  - 1.27.3 Employer and jobseeker customers will receive the most appropriate services along a continuum of services to meet their established short-term and long-term goals.
- 1.28 Employer and jobseeker customers will receive quality services in a facility that is easily accessible, accommodating to all special needs' customers, professional, and inviting. Successful outcomes will be meeting Contractor Career Center Standards criteria.
  - 1.28.1 Contractor will appoint a minimum of one staff member in each CSBCC to conduct periodic safety reviews of the facilities to ensure compliance with applicable safety standards. Any concerns will be immediately reported to the Center Manager and Facilities Director.
- 1.29 BWDB provides oversight of all CSBCC services and operations.
  - 1.29.1 Contractor will report to BWDB.
  - 1.29.2 Contractor must openly and immediately communicate to BWDB any challenges or problems faced by Contractor in the operation and management of the CSBCC that will adversely affect the CSBCC's performance of this contract, or the effectiveness of BWDB meeting State and Federal requirements.
- 1.30 Contractor shall submit timely reports in accordance with [Attachment G: Schedule of Reports and Deliverables](#) and as requested by BWDB. Content and format shall be in accordance with BWDB guidelines. BWDB retains the right to seek clarification or to request expansion or modification of Contractor submittals.

## 2. EMPLOYER SERVICES

CareerSource Brevard recognizes employers as the economic driver of the region. Contractor will assist area employers to find workforce solutions for a variety of human resource needs, ranging from gathering information for job postings and referring candidates to employers' current job openings to facilitating and participating in industry-wide projects to address critical skill shortages. WIOA emphasizes engaging employers across the workforce system to align training with needed skills and match employers with qualified workers. WIOA promotes work-based training, incumbent worker training and transitional jobs and other strategies as allowable activities.

Contractor staff is assisted by Board Staff Business Liaisons through the BWDB Board Industry Relations Division. CSBCC Contractor staff manage business accounts and provide basic services to any employer in the region while BWDB Business Liaisons provide more intensive services to employers in the region's key industries. BWDB Business Liaisons represent CareerSource Brevard to regional employers and have the responsibility for communicating employers' needs to CSBCC Contractor staff. The BWDB Business Liaisons establish regular communications with CSBCC Contractor staff to transmit real-time information on employers' current needs for workers, labor market trends, and feedback from employers on the services received from the CSBCC. The cooperative flow of information between BWDB Business Liaisons and Contractor staff is vital to the BWDB mission and key in ensuring that businesses are getting the talent they need and job seeking customers are getting linked to employment opportunities which allow for self-sufficiency and future growth.

Employer customers will view the CSBCC as a business resource. The business customer will be offered a broad range of services that address the needs of the business community. Contractor staff services include, but are not limited to, the following:

- 2.1 Responding to employers' demands for skilled workers and meeting the expectations of area employers by providing high quality candidate referrals, and suggesting solutions to employers' hiring needs including, but not limited to:
  - Onsite Recruitment and Placement Assistance for Employers
  - On-the-Job (OJT) Training Subsidies
  - Registered Apprenticeship Program & Pre-apprenticeship programs
  - Customized Training
  - Lay-off Aversion Services
  - Federal Bonding Program
  - Supportive Services
  - Occupational Skills Training
  - Incumbent Worker Training
  - Work Opportunity Tax Credit Program
  - Rapid Response Services
  - Work Experience Program
  - Access to Labor Market Information
  - Information about grants and resources targeted to certain business or industry
  - Information about grants and resources targeted at certain jobseekers which may assist the employer in meeting talent pipeline needs
- 2.2 Contractor shall work with the BWDB Business Liaisons to develop a systematic, equitable approach in determining (based on need) what level of services each business will receive from the Career Centers.



- 2.3. Contractor shall develop effective linkages with employers that lead to resource alignment and training efforts to address the immediate and long-term skilled workforce needs of in-demand industries and to address critical skill gaps within and across industries. Successful outcomes for employer customers will be a sufficient number of quality job applicant referrals for each job order and sustained employer use of CSBCC services. Where sufficient quality applicants for job orders are not available, the Contractor is expected to develop strategies to fill employer needs.
  - 2.3.1. Contractor is responsible for working with the BWDB Business Liaisons to achieve employer performance measures set forth by the State as well as by BWDB. The success of employer services will be measured, in part, on the following types of objective criteria.
    - Number of registered businesses that have been provided an intensive service by Contractor staff
    - Number of businesses who have received services from Contractor staff and returned for more services
    - Number of jobseeker referrals made against internal job orders
    - Number of staff referred placements made against internal job orders
    - Providing employers with skilled workers.
    - Providing quality engagement and services to employers and sectors and establishing productive relationships over an extended period of time.
    - Providing quality engagement and services to all employers and sectors with the local workforce region.
  - 2.3.2. Contractor is also responsible for submitting additional performance measures to be met, subject to BWDB approval.
  - 2.3.3. Contractor may also be required to address any new performance measures created by USDOL and specific grant conditions not known at the start date of this contract.
  - 2.3.4. Contractor is responsible for assisting with performance related to the State of Florida, CareerSource Florida, and the Continuous Improvement Performance Initiative (CIPI).
- 2.4. Data enter job posting information from businesses into the statewide employment database Employ Florida (EF) and help employers who prefer to enter data directly.
- 2.5. Screen and recruit candidates for openings identified by BWDB Business Liaisons or requested directly from area employers including:
  - 2.5.1. Basic job matching of resumes and applications
  - 2.5.2. Employee pre-screening
  - 2.5.3. Conduct preliminary basic skills and other assessments
  - 2.5.4. Recruiting for and sourcing qualified candidates
  - 2.5.5. Assisting in recruiting talent to register in the Employ Florida system to meet current and future employer needs.
- 2.6. In coordination with BWDB Industry Relations, respond to employers' requests including providing salary information, offering program options for employed worker or on-the-job-training, providing interview space, etc.

- 2.7. Contractor will be required to participate as necessary in providing Rapid Response Services delivered to businesses and employees of companies that are experiencing downsizing through layoffs or closure and may have also been impacted by a Worker Adjustment & Retraining Notifications (WARN) issued by the State. Services may include:
  - 2.7.1. Reviewing affected workers' assistance needs.
  - 2.7.2. Assisting with Rapid Response workshop presentations to assist with career transition, job search tools and skills, resume preparation and interviewing techniques.
  - 2.7.3. Assessing re-employment prospects for workers in the local community.
  - 2.7.4. Providing information on available resources to meet the short and long-term needs of affected workers.
  - 2.7.5. Establishing a process of referring affected employees to the BWDB Career Centers.
  - 2.7.6. Developing recruitment/job development activities including job fairs, positive recruitments, job lead development and general recruitment notifications.
  - 2.7.7. Determine if affected workers or business would be eligible for TAA program.
  - 2.7.8. Other services and options provided under WIOA for Rapid Response.
  - 2.7.9. Assisting BWDB in tracking and ensuring that Rapid Response requirements have been met and reporting as requested to BWDB and any other reporting entity.
- 2.8. Provide continual, timely, business engagement to market CSBCC services to businesses that have not used or discontinued using, CSBCC services.
- 2.9. Work with employers in facilitating and participating in special projects such as conducting job fairs, business seminars and information sessions, etc. on an array of workforce issues.
- 2.10. Design and implement a system where employer/jobseeker event hiring data is tracked and evaluated.
- 2.11. Develop and deliver services from a standard menu of services for employer customers.
- 2.12. Conduct follow-up to assure customer satisfaction and offer a customer service survey.
- 2.13. Staff members working with businesses will track and report their interactions and services to the BWDB Business Liaisons for input in the customer relations management tool, *Salesforce*.
- 2.14. Staff members will work with business to assist with the development of and success of sector strategy activities.
- 2.15. Staff members will work with business to assist with the new grants and services not known at the time this contract was executed.

### **3. JOBSEEKER SERVICES**

Contractor will ensure adult and/or dislocated workers seeking employment receive career and training services consistently, and in a coordinated way as prescribed in WIOA Title 1, Subtitle B - "Workforce Investment Activities and Providers", Chapter 3, Section 134, USDOL WIOA Final Rule at 20 CFR Parts 679-680 and any subsequent guidance or technical memorandum. Customers will be served through a seamless process related to the various services/functions offered in order to reduce duplication of resources, minimize number of contacts, and streamline processes.

WIOA emphasizes the development of strategies to support the use of career pathways for the purpose of providing individuals, including low-skilled adults, youth, and individuals with barriers to employment (including individuals with disabilities) with workforce investment activities, education and supportive services to enter or retain employment.

Contractor will provide case management, career assessment and counseling; place applicants into jobs; provide financial aid for education and supportive services; and keep accurate, up-to-date, complete records of the services and financial aid provided to customers.

Contractor services also include, but are not limited to:

- 3.1. Conduct standardized orientations at all CSBCC's to inform jobseekers of the array of services offered and include overviews of the processes and procedures customers can expect as well as program specific requirements. Currently, a self-paced online presentation available on the BWDB/CSB website at <https://careersourcebrevard.com/career-services> is used to help facilitate these orientations as a means to ensure a consistent message and quality delivery at each CSBCC as required by customer flow and customer demand. It is Contractor's responsibility to continuously review the presentation for accuracy and to provide updates and revisions and/or replacements to BWDB for review, approval and uploading to the website. All videos and presentations require BWDB approval prior to release.
- 3.2. Specialize in assisting the long-term unemployed, individuals with barriers to employment including those individuals with disabilities; individuals who receive public assistance or are otherwise low-income and/or are basic skills deficient; individuals who are currently employed and seek to enhance or change their present positions; first time entrants into the labor market; and workers who have been dislocated due to company closings or reductions.
  - 3.2.1. Develop Individualized Employment Plans (IEP) to identify the employment goals, appropriate achievement objectives, and appropriate combination of services to achieve employment goals for each customer.
- 3.3. Career Centers must provide basic career services in accordance with WIOA that offer universally accessible (self-serve) resources including the following assistance to job and training seeking customers:
  - Ensure that jobseekers can understand and work with the Employ Florida (EF) system including the full registration and the ability to use the EF tools to conduct a competent job search.
  - Eligibility determination
  - Skills assessment
  - Labor exchange services
  - Provision of information on programs and services and program referrals
  - Career, job, and labor market information
  - Computer applications software
  - Resume writing software
  - Career exploration software
  - Job, career, and skill self-assessment tools
  - Career planning information

- Job search information
  - Interviewing information
  - Information on job retention
- 3.4. Individualized career services must be provided to participants after CSBCC staff determine that such services are required to retain or obtain employment, consistent with any applicable statutory priorities. Generally, these services involve significant staff time and customization to each individual's need. Individualized career services include services such as: specialized assessments, developing an individual employment plan, counseling, work experiences (including transitional jobs), etc.
- 3.5. Follow-up services must be provided for adults and dislocated worker participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment. One type of follow-up service highlighted in WIOA is to provide individuals counseling about the workplace. Follow-up services do not extend the date of exit in performance reporting; for more information on performance reporting see TEGL 10-16. Youth and other specialized grants also require follow-up services.
- 3.6. Develop a career pathways framework for BWDB by forming a system-wide approach to career pathways that has the following key elements:
- 3.6.1. Provides multiple entry and exit points along a continuum of increasing skills, competencies and credentials informed by industry/employers.
  - 3.6.2. Links adult basic and remedial education with occupational skills training.
  - 3.6.3. Includes strategies to serve hard-to-employ populations, including unemployed & underemployed individuals
  - 3.6.4. Increases access to career and technical education programs for special populations, including individuals with disabilities.
  - 3.6.5. Ensures that career pathway programs are designed and implemented in a manner that leads individuals to a post-secondary degree or certification in a high-skill, high-wage, and high-growth or emerging field.
  - 3.6.6. Prioritizes work-based learning opportunities for customers in partnership with regional business and industry,
- 3.7. Work collaboratively with partner organizations to deliver supportive services, including soft skills, case management, mentoring, work supports, and other services designed to help individuals succeed.
- 3.8. Work collaboratively with partners to ensure that the education and training results in an industry-recognized certificate or credential, and/or credits, and/or a degree relevant to the targeted industry sector.
- 3.9. Demonstrate American Disabilities Act (ADA) (42 U.S.C., 12101 et seq..) compliance and conduct all activities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1975, as amended, which prohibits discrimination against qualified individuals with disabilities. The ADA prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State, and local government services, and in telecommunications.
- 3.9.1. Contractor will designate a Disability Services Coordinator (DSC) for each CSBCC location who shall become familiar with all facets of serving the disabled population;

act as a liaison with the BWDB Disability Program Manager and/or Equal Opportunity Officer (EEO); and research, identify, and report in writing to BWDB any ADA compliance discrepancies for all customers at each CSBCC location. DSC's shall be identified at each CSBCC by name with a placard prominently displayed in the front entrance reception area of each CSBCC. DSC's are required to successfully complete training / certification as a Community Partner Work Incentive Coordinator (CPWIC) through Virginia Commonwealth University (VCU) within 365 days of assignment as a DSC.

- 3.10. Using CSBCC resources and staff, meet all requirements and serve as an Employment Network (EN) for the Ticket to Work and Self-Sufficiency Program (42 U.S Code Chapter 7 Subchapter XI Part A 1320b-19) in accordance with Social Security Administration requirements. Accept, assign, and produce milestone outcomes for jobseeker tickets in accordance with goals established by BWDB.
  - 3.10.1. Assist in increasing business participation in the [Florida Unique Abilities](#) program which recognizes businesses that employ individuals who have a disability as well as businesses that support the independence of individuals who have a disability.
- 3.11. Refer customers who experience domestic violence, substance abuse, or mental health issues to specialized services. Ensure that at least one staff member at each CSBCC site will have specialized skills to recommend assistance to victims of domestic violence.
- 3.12. Refer Customers with learning disabilities to partnering agencies for specialized assessments and services in addition to those services provided at CSBCC.
- 3.13. Contractor will be responsible for the case management of customers and will be responsible for all decisions related to each case including, monitoring of job search activities, arranging additional assessment and testing, and referring customers for supportive and other services as appropriate.
- 3.14. Training Services as defined by WIOA Section 134(c)(3)(D) and WIOA Final Rule 680.200 are services designed to equip individuals to enter the workplace and retain employment. A measure of success is the placement and retention of the customer into a training-related job.
  - 3.14.1. Contractor is required to facilitate access to Training Services including, but not limited to, the following:
    - Occupational skills training, including training in non-traditional jobs
    - On-the-Job training
    - Programs that combine workplace training with related instruction
    - Training programs operated by the private sector
    - Skills upgrading and retraining
    - Entrepreneurial training
    - Job readiness training
    - Incumbent Worker Training
    - Transitional Jobs
    - Customized training
    - Financial literacy education

- Adult education and literacy activities in combination with services described above

3.14.2. A Scholarship Unit (SU) serves as a catalyst for providing financial aid for training and supportive services to eligible customers. The SU reviews and approves all training and supportive services. The SU is comprised of senior contractor and Board staff who review the information compiled by the front-line staff to ensure that the training opportunity is appropriate and a good investment of public funds. Each member of the SU votes independently. The SU process is conducted electronically and allows SU members to ask questions of the front-line staff and receive clarification before casting their vote. BWDB currently allocates an average of \$1,200,000 per annum to Scholarship Unit funding. Contractor will provide oversight and be responsible for convening the SU and will manage a variety of customer training requests including, Individual Training Accounts (ITA's), Work-based Training (On-the-Job Training & Work Experience), Transitional Jobs, Employed Worker Training, Customized Training and Support Services. Responsibilities include, but not limited to the following:

- 3.14.2.1. Submit scholarship applications on a timely basis for timely training fund approval and closing accounts upon completion.
- 3.14.2.2. Supply accurate and complete customer information in to the SU's decision-making process.
- 3.14.2.3. Provide accurate and objective assessment information, comprehensive, fully developed career plans, customer's financial attributes, and comprehensive case management insights concerning the customer.
- 3.14.2.4. Ensure that skills training is market driven with priority given to high wage/high demand occupations on the Regional Targeted Occupation List (RTOL) and identified by BWDB.

#### **4. WELFARE TRANSITION (WT) & SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP)**

The Welfare Transition Program is Florida's plan for providing eligible families with services that will assist them in becoming self-sufficient. It requires individuals receiving Temporary Assistance for Needy Families (TANF) Temporary Cash Assistance (TCA) payments to participate in work activities and move toward economic self-sufficiency. The program serves three major groups:

- Applicants - individuals who must register for work in order to be eligible for TCA.
- Mandatory Participants – individuals who receive TCA are required to participate
- Transitional Participants – former TCA recipients who are working but need additional assistance

The Florida Welfare Transition Program enables welfare recipients to move from welfare to work by emphasizing work, self-sufficiency, and personal responsibility. Florida recipients of temporary cash assistance must register for work and participate in assigned work activities.

Florida has an integrated workforce system designed to engage jobseekers, including food stamp recipients, in activities geared towards helping individuals gain skills, gain employability, and connect them to employment opportunities.

Customers apply for TCA through the Department of Children and Families (DCF) ACCESS system. Once an application is made, DCF interviews the applicant and screens each family for benefits as well as their work participation requirements. If during the interview DCF determines the applicant is required to register for work they will provide the applicant with instructions on how to access the One Stop Service Tracking (OSST) system if they have access to a computer or provide them with information on the nearest one-stop career center.

Contractor-provided services include Job Search, Preparation, and Placement; Education and Training; Case Management and Counseling; Subsidized Child Care; Transportation Assistance and Relocation Assistance. Families who receive temporary cash assistance are automatically eligible for services.

4.1. The following two major elements are required:

4.1.1. Orientation or Program Overview; and

4.1.2. Intake/Screening for:

- Domestic Violence
- Medical limitations
- Substance Abuse and Mental Health
- Up-front Diversion

4.2. Additionally, CSBCC Contractor staff provides or refers customers to job skills training, GED training, work experience programs, childcare and transportation assistance to low-income families with children including:

- Individuals receiving TANF that are subject to the Welfare Transition work requirements who have been referred by the Department of Children and Families (DCF)
- Former TANF recipients who are eligible for transitional benefits
- Individuals who are eligible for TANF but are not on TANF
- Non-custodial parents of the children of Welfare Transition program customers

4.3. Contractor will refer to partner agencies eligible youth customers for additional services associated with teen pregnancy prevention and assistance for teen parents.

4.4. Contractor will be required to consistently monitor and track Welfare Transition customers' progress for the purpose of determining non-compliance with the Welfare Transition Program's participation requirements. While front line staffing specialists provide WT assessment and case management, Contractor will be responsible for reviewing case files for completeness, and monitoring and tracking WT customer compliance. Compliance is tracked from the first date of expected participation through completion of all planned activities, including employment retention. Non-compliance requires the Contractor to make any recommendations to the DCF on sanctioning in accordance with State guidelines.

- 4.4.1. Provide an evaluation plan including benchmarks, data collection points, proposed analyses, and persons/positions accountable for the compliance monitoring you propose to implement.
- 4.5. Florida's Supplemental Nutrition Assistance Program (SNAP) Employment & Training (E&T) program is designed to help Able-Bodied Adults without Dependents (ABAWD) gain skills, training, and/or work experience that will increase their ability to move directly into employment. The SNAP is an integrated part of the workforce system established in Florida Statutes Chapter 445 and Contractor is responsible for engaging food stamp recipients at the local level through the CSBCC's.
  - 4.5.1. An ABAWD is an individual who is between the ages of 18-49, does not have dependents, and does not meet an exemption outlined in 7 Code of Federal Regulations (CFR) 273.7(b) or an ABAWD exception outlined in 7 CFR 273.24(c).
  - 4.5.2. The Department of Children and Families (DCF) determines food stamp recipients' eligibility for benefits. DCF refers SNAP applicants, to include zero benefit households, to the SNAP E&T program, if they meet the criteria for mandatory participation
  - 4.5.3. Contractor will be required to offer employment services to SNAP recipients who:
    - Respond to an *outreach letter* issued by DCF,
    - Request workforce services as a result of:
      - Formal or informal referral from community partners;
      - Internet Information;
      - Word of mouth information regarding program; and,
      - Regional outreach by the BWDB.
  - 4.5.4. Contractor will ensure program components are meaningful and enhance the employability of individual food stamp recipients and will engage SNAP recipients in one or more of the following components:
    - Job search;
    - Job search training;
    - Work experience;
    - Education and training;
    - Employment Retention Services to participants who gain employment after engaging in a qualifying program activity. This can include support services such as transportation, work related clothing/uniforms, testing fees, tools, supplies and equipment.
  - 4.5.5. ABAWDs who are job ready and assigned to job search will be connected with the universal services offered through the Wagner-Peyser program to assist with continued skill building through employability skills workshops and job search, referral, and placement assistance.
  - 4.5.6. Participants in the Temporary Assistance for Needy Families (TANF) work program or the Welfare Transition (WT) program are not eligible to participate in the SNAP E&T program.
  - 4.5.7. SNAP performance Measures include:



- Number of participants who completed online job search or job search training
- Percent of ABAWD's who completed job search or job search training and obtained employment
- Number of participants who completed WIOA basic core skills to reduce barriers to employment for low income individuals (i.e. assessments, development of employment plans, soft skills, workshops, work experience-based training)
- Percent of participants who completed WIOA basic core skills and obtained employment

## 5. YOUNG ADULT (YOUTH) SERVICES

Contractor will provide Young Adult/Youth Services as prescribed in WIOA Title 1, Subtitle B - "Workforce Investment Activities and Providers", Chapter 2, §129, USDOL WIOA Final Rule at 20 CFR Part 681 and TRAINING AND EMPLOYMENT GUIDANCE LETTER WIOA NO. 21-16 OPERATING GUIDANCE No. 21-16, "Third Workforce Innovation & Opportunity Act Title I Youth Formula Program Guidance.

WIOA emphasizes providing high quality services for youth and young adults beginning with career exploration and guidance, providing continued support for educational attainment, opportunities for skills training in in-demand industries and occupations, and culminating with a good job along a career pathway or enrollment in post-secondary education. WIOA also emphasizes work experience opportunities. The primary focus is on Out-of-School Youth (OSY) with 75% of available funding allocated to OSY vs 25% on In-School-Youth (ISY). However, the BWDB Board has placed emphasis on OSY and historically we have been in the 80<sup>th</sup> percentile of OSY.

Out-of-school young adults must be aged 16-24, not attending any school, and meet one or more additional conditions, which could include:

- School dropout: within age of compulsory attendance but has not attended for at least the most recent complete school year calendar quarter;
- holds a secondary school diploma or recognized equivalent and is low-income and is basic skills deficient or an English language learner;
- subject to the juvenile or adult justice system;
- homeless, runaway, in foster care or aged out of the foster care system,
- eligible for assistance under Section 477, Social Security Act, or in out-of-home placement;
- pregnant or parenting;
- an individual with a disability;
- low income person who requires additional assistance to enter or complete an educational program or to secure and hold employment.

In-school young adults must be aged 14-21, attending school, low income, and meet one or more additional conditions, which could include:

- Basic skills deficient;
- English language learner;
- an offender;
- homeless, runaway, in foster care or aged out of the foster care system;
- pregnant or parenting;
- an individual with a disability;
- person who requires additional assistance to enter or complete an educational program or to secure and hold employment.

Young adult services provide a coordinated, integrated service strategy for in-school and out-of-school youth facing serious barriers to future employment. The current BWDB Youth Services strategy is designed to be the one-stop contact for all youth services offered through the CSBCC's.

Contractor staff provide youth services and dedicated recruitment of young adults into BWDB's NextGen Program. Recruitment includes engaging regional community and industry organizations to participate in work experience or OJT opportunities by communicating the benefits and opportunities available through the NextGen Program.

BWDB funding is intended to support Contractor's ability to incorporate participants into existing program and service offerings including a youth employment program. Contractor will be required to manage and provide resources and designated staff for young adult services in accordance with the design and elements identified in WIOA §129(c). It is not required to provide all the following services to all participants; however, Contractor must ensure the services are available to youth participants.

### **Preparation for and success in Employment**

1. Paid and unpaid work experiences
2. Occupational skills training
3. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific operation or occupational cluster
4. Entrepreneurial skills training
5. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area (e.g. career awareness, counseling, or exploration)

### **Improving Education Achievement**

6. Tutoring, study skills training, instruction, that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential
7. Alternative secondary school services, or dropout recovery services
8. Activities that help young adults prepare for and transition to postsecondary education and training

### **Support for Youth**

9. Supportive services that enable an individual to participate in WIOA activities
10. Adult mentoring that includes structured activities where the mentor offers guidance, support, and encouragement to the participant to develop competence and character
11. Follow-up services
12. Comprehensive guidance and counseling

### **Services to develop the potential of young adults as citizens and leaders**

13. Leadership development activities that encourage responsibility, employability, and other positive social behaviors
14. Financial literacy education

Services provided will be creative, flexible, effective, age and culturally appropriate for youth populations in a manner that educates youth about CSBCC workforce services and the benefits these services provide for youth. Additional services include, but are not limited to, the following:

- 5.1. Collaborate with organizations to ensure an effective, streamlined youth referral/eligibility process is maintained to serve the most at-risk youth populations including youth who are out of school, aging out of foster care, offenders or at-risk of offending, or who have a disability. Current partner organizations can be found on our website: [www.careersourcebrevard.com](http://www.careersourcebrevard.com).
- 5.2. Conduct and document a comprehensive assessment of all participants, to include basic skills, occupational skills, interests, aptitude, work readiness skills, barriers and supportive service needs in order to develop Individual Service Strategies (ISS) that include education, training and employment.
- 5.3. Facilitate a work readiness training program with out-of-school, unemployed young adults.
  - 5.3.1. Develop a set of metrics to measure the efficiency, effectiveness, and overall successes of the program.
  - 5.3.2. Contractor shall complete a minimum of 4 complete program sessions each contract year subject to CSB exercising options to extend the contract period of performance.
- 5.4. Facilitate Digital Literacy Certification or equivalent training with youth customers as appropriate.
- 5.5. Serve a negotiated number of young adults during each program year including carryovers. Currently, Contractor is required to serve a minimum of 300 youth.
  - 5.5.1. Carryover youth must be actively participating in one or more of the following activities with the appropriate activity open in EFM:
    - An approved education program with expected attainment of a state recognized education credential within the new program year.
    - An approved occupational skills training program with expected attainment of an industry recognized credential within the new program year.
    - Employability Skills Training with expected completion within the new program year.

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## Part 3 – Contract Provisions, Assurances and Agreement

### 1. CONTRACT PROVISIONS INCORPORATED BY REFERENCE

The following clauses, policies, memoranda, guidance, and communiqués are hereby incorporated into the Contract by reference with the same force and effect as if they were given in full text. By signing this agreement, Contractor certifies that it shall comply with all applicable clause provisions. The full text of the provision may be accessed electronically at the following addresses. This address list is not inclusive, and it remains the responsibility of the Contractor to research the related laws and regulations of prevailing legislation and policy.

- [United States Code](#)
- [Code of Federal Regulations \(CFR\)](#)
- [Federal Register \(FR\)](#)
- [Federal Statutes \(FS\)](#)
- [Office of Management and Budget \(OMB\)](#)
- [Department of Economic Opportunity \[DEO\] \(State Workforce Board Guidance, Policy, Memoranda, Communiqués, Monitoring Tools, Etc.\)](#)
- [Executive Orders \(EO\)](#)
- [US Department of Labor/Employment & Training](#)

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- Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, Other Non-Profit and with Commercial Organizations, Foreign Governments, Organizations under the Jurisdiction of Foreign Governments, and International Organizations. (29 CFR Part 95 et al)
  - Workforce Innovation and Opportunity Act (PL 113-128 (29 U.S.C. Sec. 3101, et seq.) and associated Final Rules
  - Veteran's Priority of Service (38 USC 4215 and 20 CFR 1010)
  - Hatch Act (5 USC 1501-1508 and 7328)
  - USDOL-ETA, TEGL 5-06, Implementation of Public Law 109-234, Section 7013, which limits salary and bonus compensation of recipients and subrecipients of funds appropriated to the Employment and Training Administration and states that funds shall not be used to pay the salary and bonuses of an individual, either as direct or indirect costs, at a rate in excess of Executive Level II for ETA appropriated funds.
  - USDOL-ETA, TEGL 15-14, Implementation of the New Uniform Guidance Regulations
  - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter II, Parts 200 and 2900, et al.)
  - Purchase of American-Made Equipment and Products (PL 103-333 §507)
  - Public announcements and advertising (PL 103-333 §508)
  - Audit Requirements for Grants, Contracts and Other Agreements (29 CFR, Part 96)
  - Effect of Judgment Lien on Eligibility for Federal Grants, Loans or Programs (28USC § 3201(e)
  - New Restrictions on Lobbying (31 USC § 1352, 29 CFR part 93, FS 216.347)
  - Debarment and Suspension (Subpart C of 2 CFR Part 1326, and 29 CFR 98, 45 CFR 74 and EO 12549 and 12689)
  - Inspector General Act of 1978 (5 USC App.3 § 1 et seq.)
  - Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702; 29 CFR 94 and 45 CFR 82)
  - Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801-3812)
  - False statements (18 U.S.C. §§ 287 and '1001)
  - False Claims Act (31 U.S.C. 3729 et seq.)
  - Public Entity Crimes (FS 287.133)
  - Confidential Records (FS 119.021)
  - Rights to Inventions Made by Nonprofit Organizations and Small business Firms Under Government Grants, Contracts and Cooperative Agreements (37 CFR Part 401)
  - Clean Air Act (42 U.S.C. §§ 7401 et seq.)
  - Clean Water Act (33 U.S.C. §§1251 et seq.)
  - Safe Drinking Water Act, as amended (PL 93-253)
  - Environmental Protection Agency regulations (40 CFR part 15)
  - PL 91-190 and EO 11514 National Environmental Policy Act; EO-11738, EO 11988, 16 USC 1451 et seq. Coastal Zone Management Act; PL 94-163 Energy Policy and Conservation Act, Energy Efficiency; Endangered Species Act PL 93-205: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Act
  - Resource Conservation and Recovery Act (PL 94-580 as codified at 42 USC 6962)
  - Environmental Tobacco Smoke (PL 103-227 Part C)
  - Pro-Children Act. (20 U.S.C. 6083 and Public Law 103277)
  - Trafficking Victims Protection Act of 2000 (2CFR 175)
  - Equal Treatment for Faith-Based Organizations (29 CFR 2, Part D)
  - Equal Employment Opportunity (E.O. 11246, as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.")
  - Civil Rights Act of 1964 Title IV as amended (42 U.S.C. 2000d et seq. and 42 U.S.C. sections 3601 et seq.)
  - Rehabilitation Act of 1973 as amended (29 U.S.C. 794, Section 504)
  - Education Amendments of 1972 Title IX as amended (20 U.S.C. 1681 et. seq)

- Age Discrimination Act of 1975 as amended, (42 U.S.C. 6101, et seq. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C.9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.)
- Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (29 CFR, Part 37 Implementation and 45 CFR Part 80)
- American with Disabilities Act of 1990, as amended. (42 USC, 126 and 47 USC, 5, and Public Law 101-336)
- Prohibition of discrimination based on race, creed, color, etc., as basis for denial of financial assistance (42 USC 9849)
- Florida Department of Economic Opportunity/Workforce Florida, Inc. – Applicable Regional Workforce Board Guidance, Policy, Memoranda, and Communiqués, as amended
- Brevard Workforce Board Policy, Guidance, Memoranda, and Communiqués as amended.

## 2. ASSURANCES

By signing this agreement, Contractor assures that it will comply fully with the with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

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

Contractor also assures that it will comply fully with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975.

Contractor provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services. Contractor hereby agrees that it will comply with:

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

- Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which Contractor receives Federal financial assistance from the Department.
- Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which Contractor receives Federal financial assistance from the Department.
- Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which Contractor receives Federal financial assistance from the Department.

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

### 3. AGREEMENT AND SIGNATURE

The parties hereto agree to the terms and conditions and have caused this Contract to be executed by their undersigned officials as duly authorized.

C2 Global Professional Services, LLC

Brevard Workforce Development Board Inc.

  
Chakib Chehadi, CEO Date 06/23/21

  
Marci Murphy, President Date 06/24/2021

## Part 4 – Attachments

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- ATTACHMENT A: Monthly Request for Payment
- ATTACHMENT B: Quarterly Request for Withheld Cost
- ATTACHMENT C: Budget Summary
- ATTACHMENT D: Expenditure Schedule
- ATTACHMENT E: Career Center Standards
- ATTACHMENT F: Performance Standards
- ATTACHMENT G: Schedule of Reports and Deliverables