

GULF COAST WORKFORCE BOARD, INC d/b/a CareerSource Gulf Coast

HEREIN REFERRED TO AS BOARD

GRANT AGREEMENT NUMBER:	22-23-GCSC-WFC-WIOA-MIL-WP-RESEA-DVOP-LVER	MODIFICATION NUMBER:	1
SERVICE PROVIDER:	Gulf Coast State College	DUNS NO.:	026280982
MAILING ADDRESS:	5230 West U.S. Highway 98, Panama City, FL 32401		
TELEPHONE / FAX NO:	(850) 872-4340, Ext. 8165	FAX:	(850) 872-4346
CONTACT PERSON:	Angela McLane		
EMAIL ADDRESS:	amclane@careersourcegc.com		
GRANT AGREEMENT MANAGER:	Glen McDonald-VP of Strategic Initiatives and Economic Development		
EMAIL ADDRESS:	gmcdonald@gulfcoast.edu		
TITLE OF PROJECT:	GCSC – CareerSource Job Center Services		
CSGC CONTACT/PHONE	Kimberly L. Bodine, 850-913-3285		
CFDA or CSFA NUMBERS:	USDOL WIOA-Adult #17.258; WIOA-Youth #17.259; WIOA-Dislocated Worker #17.278; Wagner-Peyser #17.207; Military 17.207; RESEA #17.225; DVOP 17.801; LVER 17.804; WT TANF 93.558; SNAP 10.561		
Percentage of total costs of program/project which will be financed with Federal money-100% and percentage and dollar amount of the total costs of the project/program that will be financed by nongovernmental sources – 0%, \$0.00			
RESEARCH OR DEVELOPMENT: No			

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Federal Award Identification Numbers (FAINS)			
FAIN	DESCRIPTION / NAME	FEDERAL AWARD YEAR	FEDERAL AWARDING AGENCY
AA-36313-21-55-A-12 AA-38523-22-55-A-12	WIOA Youth/Adult/Dislocated Workers Formula Combined	PY 2021/FY2022 PY 2022/FY2023	U.S. Dept. of Labor
AA-36313-21-55-A-12 AA-38523-22-55-A-12	WIOA Youth/Adult/Dislocated Workers Formula Combined	PY 2021/FY2022 PY2022/FY2023	U.S. Dept. of Labor
AA-36313-21-55-A-12 AA-38523-22-55-A-12	WIOA Youth/Adult/Dislocated Workers Formula Combined	PY 2021/FY2022 PY 2022/FY2023	U.S. Dept. of Labor
ES-36748-21-55-A-12 ES-38724-22-55-A-12	Employment Services – Wagner Peysen	PY 2021 PY 2022	U.S. Dept. of Labor
ES-38724-22-55-A-12	Employment Services – Military Spouse	PY2022	U.S. Dept. of Labor
DV-35868-22-55-5-12 DV-37868-22-55-5-12	Jobs for Veterans – DVOP	FY 2022 FY 2022	U.S. Dept. of Labor / Vets. Empl. & Training
DV-35868-22-55-5-12 23555DV000039 DV-37868-22-55-5-12	Jobs for Veterans – LVER Program	FY 2022 FY 2023 FY2022	U.S. Dept. of Labor / Vets. Empl. & Training
UI-35938-21-60-A-12	Unemployment Insurance – RESEA 21	FY2021	U.S. Dept. of Labor
TBD 235FL412Q7503	Supplemental Nutrition Assistance Program	PY 2022 PY 2023	U.S. Dept. of Agriculture
G2201-FLTANF G-2301FLTANF	Temporary Assistance for Needy Families (Welfare Transition Program)	FY2022 FY2023	U.S. Dept. of Health and Human Services
UI-37975-22-60-A-12	UI-RESEA 22	FY 2022	U.S. Dept. of Labor
*Fain numbers subject to change			

FUNDING	WIOA Adult	WIOA Youth	WIOA DW	WT	SNAP	RESEA 21	RESEA2 2	Mil. Family	WP	DVOP	LVER	TOTAL
Direct Svcs	151,283	72,484	95,405	11,880	6,591	3,147	62,449	55,978	15,778	5,500	10,747	491,242
AMT +/-		-17,595	-39,591				-22,398					-79,584
TOTAL	151,283	54,889	55,814	11,880	6,591	3,147	40,051	55,978	15,778	5,500	10,747	411,658

MODIFICATIONS: (DO NOT COMPLETE FOR INITIAL GRANT AGREEMENT OBLIGATIONS)

1. The purpose of this modification is to:
 - (a) This modification increases, xx decreases does not change the funds previously obligated by \$-79,584 to a new obligation of \$411,658
 - (b) This modification changes the agreement period from through to through .
2. Effective date of this modification is: **March 7, 2023**
3. This modification does not affect any provision of the original **GRANT AGREEMENT** and prior modification(s), except insofar as any provision or requirements is expressly changed, deleted or otherwise altered by this modification. All provisions or requirements of the original **GRANT AGREEMENT** and prior modification(s), except as expressly changed, deleted, or otherwise altered herein, are expressly incorporated by reference into and make a part of this modification as fully as if set forth herein.

IN WITNESS WHEREFORE, the parties have executed this GRANT AGREEMENT/ MODIFICATION and in signing, thereby validating this GRANT AGREEMENT/MODIFICATION, the parties also certify that each possesses legal authority to contractually bind their respective organizations in their capacity as a signatory official.

APPROVED FOR THE BOARD

By Kimberly L. Bodine
(Signature)

Name: Kimberly L. Bodine
Title: Executive Director
Date: April 6, 2023

Witness: [Signature]
Date: April 6, 2023

APPROVED FOR SERVICE PROVIDER

By Cheryl Flax-Hyman
(Signature)

Name: Dr. Cheryl Flax-Hyman
Title: Interim President
Date: April 6, 2023

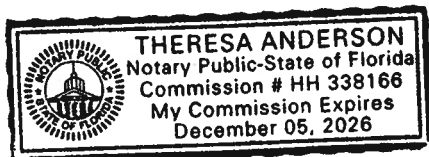
SERVICE PROVIDER'S NOTARIZED SIGNATURE AND STATEMENT OF AUTHORITY TO SIGN THIS DOCUMENT

STATE OF FLORIDA
COUNTY OF BAY

I hereby certify that on this date before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared Dr. Cheryl Flax-Hyman to me known as the person described as Interim President of Gulf Coast State College who executed the foregoing instrument before me, and he acknowledged before me that he executed it in the name of and for that Service Provider, and that he has statutory authority or has legally been duly delegated the authority to bind this Service Provider.

WITNESS my hand and official seal in the County and State named above this 6th day of April 2023.

Notary Public Theresa Anderson
My commission expires: 12/05/2026



This GRANT AGREEMENT is between Gulf Coast Workforce Development Board, Inc., doing business as CareerSource Gulf Coast, hereinafter referred to as "Board", whose address is 5230 West U.S. Highway 98, Panama City FL 32401-1041, and Gulf Coast State College whose address is 5230 West U.S. Highway 98, Panama City, FL 32401, referred to as "Service Provider" or "Contractor".

This GRANT AGREEMENT is funded for the express purpose of provision of services pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014, the Workforce Innovation Act of 2000, and any other programs administered by CareerSource Gulf Coast and funded within this Grant Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties hereto agree as follows:

ARTICLE I. SCOPE OF SERVICES

The Service Provider, in a satisfactory and proper manner as determined by the Board, shall carry out all services described or referred to in the Statement of Work and the Program Summary, which are attached hereto and made a part hereof. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of the Service Provider.

ARTICLE II. PERIOD OF GRANT AGREEMENT

This GRANT AGREEMENT is effective **July 1, 2022** and the Service Provider shall commence performance of the terms and conditions hereof within thirty-(30) days after said effective date. Such performance shall be completed on or before **June 30, 2023** unless this Agreement is terminated as herein provided. The Board reserves the right to extend contractual agreements for up to three years to successful providers, and to award existing and newly acquired funds into existing contracts. Renewals shall be contingent on the provider's satisfactory performance evaluations and subject to availability of funds.

ORGANIZATIONAL INFORMATION

1. Type of Organization:		
	Individual	
	Partnership	
	Public Agency	Specify:
	Corporation	State of Incorporation:
X	Other	Specify: State College
		Yes No
2. Minority and/or Female Owned and Operated		X
3. Community-Based Organization		X
4. Status of Organization: Has the organization ever had a contract cancelled for cause?		X
5. Does the Organization owe any repayment of funds to any organization?		X
6. Has the Organization declared bankruptcy and/or had any assets attached by any court in the last three years?		X
7. Has the organization ever been, or is it presently debarred or suspended from contracting with Federal, State, or Local governments?		X
8. Has the Organization and/or its' principal officers, in their capacity as such, been involved in a lawsuit in the past three years?		X
9. Does the Organization have subsidiaries, a parent organization, or other affiliates?		X

**If answers to any of the questions (numbers 4 - 9) in this section are YES, provide full details.
(Enter the above in red before "ORGANIZATIONAL INFORMATION")**

CareerSource Gulf Coast Debarred/ Suspension Verification	Yes	No
Has the organization ever been, or is it presently debarred or suspended from contracting with Federal, State, or Local governments?		X

EXECUTIVE SUMMARY

Vision of the CareerSource Gulf Coast Job Center

GCSC's vision entails continuing to deliver high-quality employment and re-employment services to both job/career seekers and employers in Bay, Gulf and Franklin counties. Gulf Coast State College (GCSC) has remained consistent in its commitment to excellence in the operation of the CareerSource Gulf Coast (CSGC) Job Center. The college, in conjunction with the CSGC Board, will manage and provide a complete array of services to both employers and job/career seekers under the Workforce Innovation Opportunity Act (WIOA) which shall include; employee recruitment and screening, basic career and individualized career services, follow-up services and referrals to training providers for in-demand occupations. Additionally, GCSC will consistently provide a professional environment centered on the needs of the client within a fully integrated framework of workforce services, to include leveraging the resources of partnering organizations. Our overall goal is to deliver excellent customer service, along with effectively and efficiently delivering various welfare reform and workforce services that will lead to the long-term success of our clients. The Job Center staff have the expertise to design, administer, and deliver all workforce development activities and have demonstrated the ability to adapt and conform to changes in policy, practices and priorities to meet local, state, regional, community and customer-based needs. As the sole provider of One-Stop services in Local Workforce Development Area (LDWA) 4, the GCSC has always maintained a high-performance level in the operation of the CSGC Job Center and the one-stop has been recognized as one of the top performers in the state for the delivery of workforce services. The college will continue to adopt a customer-focused, service-oriented, value-added, employer-driven service strategy that is responsive to the needs of both employers and job/career seekers.

Estimate of number to be served by activity and service area

It is estimated that the CSGC Job Center will serve approximately 7,000 universal job seekers and will work directly with over 800 employers in Bay, Gulf and Franklin counties. Over 3,000 customers will be work registered and receive basic career and individualized career services, as needed. The CSGC Job Center will also provide WIOA eligibility certification for an estimated 90 clients referred by pre-approved training providers. CSGC staff will be available at the college's Gulf/Franklin Center in Gulf County to meet the needs of Gulf and Franklin counties on an as-needed basis. CSGC Job Center staff has assisted and will continue to provide assistance to these counties. Veteran's staff will serve an estimated 500 veterans in Bay, Gulf, and Franklin counties. The Military Family Employment Services (MFES) program will assist military spouses with employment or re-employment services. The CSGC Job Center's partnership with the Senior Employment Program ensures job seekers over the age of fifty-five receive employment assistance.

GCSC realizes the importance of incorporating the human-centered design in the delivery of workforce services. During a client's initial intake, front-line staff explains the use of the Employ Florida (EF) labor exchange system. For familiarization of the EF system, staff will turn their computer screens towards the client so that they can follow along and visually witness a demonstration on how to set up an account, view personalized dashboards and background information, along with conducting inquiries and job searches. See Automation and Technology, page 24, for the type of equipment readily available for use by clients that may have physical limitations. Additionally, interpretative services for clients who may have language barriers and online/electronic services are available. The overall goal of the college is to provide effective and efficient customer service satisfaction in a manner that is most convenient and beneficial to meeting the client's needs.

Number of employees and their planned caseloads

It is anticipated that GCSC will have seven college employees, eight Department of Economic Opportunity (DEO) employees, and two temporary employees. Two staff members maintain the front-line and resource room with one full time and one part time temporary staff member assisting clients both in person and virtually with job searches, resumes, filing claims on DEO's CONNECT system, along with other services. On average, they assist approximately 1,500 customers per month. One intake orientation assistant (IOA) is the lead staff member for determining WIOA eligibility for local training programs and provides support to the front-line as needed. A Reemployment Services and Eligibility Assessment (RESEA) case manager will assist unemployment insurance claimants in returning to work faster by

providing a number of services, to include an individual employment plan. Two Employment Security Representatives (ESRs) specialize in processing incoming job orders from employers and enters the orders into the state's Employ Florida (EF) database. The CSGC Job Center's three marketing team members are responsible for employer outreach and recruitment, as well as providing individualized career services to clients as needed. The business services/marketing team, composed of two Veterans' representatives and five staff members, participates in job fairs and other community-based activities, and provides screening, candidate sourcing, and other employer-related services. One Jobseeker Placement Specialist (JPS) provides customer service to the Job Center's online/ internet services. These services include assisting GCSC graduating students with job placements, password resets, online referrals, and other requested services. The two local veteran's employment representatives (LVER) will work with area employers, federal contractors, and community partners to assist veterans seeking employment. One Disabled Veterans Outreach Program (DVOP) representative will provide case management for disabled veterans with significant barriers to employment. One career manager will serve as the Military Family Employment Specialist (MFES) to assist active-duty military dependents. The Coordinator is responsible for the functional supervision of the CSGC Job Center. Each case manager will be responsible in assisting clients in a specific targeted industry sector. This innovative approach is twofold: it allows the case manager to establish stronger ties with the customer and it enhances alignment with the employer's expectations. All staff will be cross trained and will have the capability to support the front-line and resource room; assist with work registrations; provide job referrals and labor market information; assist with resume writing; conduct employer follow-ups, file searches, testing; enter job orders; and record placements and obtained employment information.

Customer service

GCSC has focused on continuous improvement in delivering workforce development services at the Job Center. Community involvement, outreach and recruitment, and collaboration with local agencies are essential to the success of a One-Stop environment. Demonstrating initiative, creativity, and responsiveness to the employment needs of the community, employers, and clients will remain a top priority of the CSGC Job Center. GCSC is customer focused and committed to delivering a seamless flow of quality employment and re-employment services to all populations regardless of the program, targeted customer group, or funding stream. GCSC employs a team leader strategy in four primary areas of service delivery: jobseeker services, business outreach services, veterans/military services, and performance/special projects. Team Leaders will provide leadership to each of these areas and will participate in monthly meetings that address issues relevant to service delivery, best practices, performance, customer service experiences and training. Information/decisions from these meetings flow down to all staff and is used to improve services and enhance performance outcomes. GCSC also provides its student graduates the opportunity to "opt in" to register for workforce services through the CSGC One Stop Job Center. Students can receive assistance with their job search and other work readiness Skills training (such as interviewing) while their registration in EF serves to increase the accessibility and number of trained/skilled workers within the labor pool.

METHOD AND TIME PAYMENT

1. CareerSource Gulf Coast shall pay an aggregate amount not to exceed of **\$411,658** shown on the copy of the budget summary hereto attached and made a part of this GRANT AGREEMENT. If during the term of the GRANT AGREEMENT Gulf Coast State College determines that submitted line items need to be adjusted, then these adjustments may be made if prior written approval is obtained from CareerSource Gulf Coast. The total amount allowed of **\$411,658** cannot be over expended. CareerSource Gulf Coast is not obligated to approve payment of any amount for expenses incurred related to this Agreement prior to the effective date.
2. CareerSource Gulf Coast has entered into an agreement with Gulf Coast State College under the terms of which Gulf Coast State College is the fiscal agent for CareerSource Gulf Coast. All financial reports must be submitted by the 8th of each month to the Finance Director for CareerSource Gulf Coast located at Gulf Coast State College. The reimbursement check issued will be a Gulf Coast State College check.

***Note: All of the above expenses must be for services provided by this GRANT AGREEMENT for those individuals eligible for Workforce Programs administered by CareerSource Gulf Coast as outlined in this GRANT AGREEMENT.**

3. Documentation for reimbursement shall include an invoice and the following:
 - a) Salaries/Fringes: Documentation of rate of pay and payment for positions identified in budget summary.
 - b) Staff Travel: Documentation of mileage and/or travel expenses and payment.
 - c) Other Staff support items: Copy of invoice/bill to support costs.
 - d) Indirect Costs (must be approved in the contract budget prior to submittal)
4. Reimbursements shall be made to the Service Provider in a timely manner in accordance with standard accounting procedures. The payment of funds under the GRANT AGREEMENT to the Service Provider is contingent upon and subject to the receipt of funds for said purpose by the Board from the Florida Department of Economic Opportunity, and/or CareerSource Florida, Inc.
5. It is understood and agreed by the parties hereto that this is a cost reimbursement GRANT AGREEMENT, which requires a level of performance for full payment. Failure to meet the minimum level of performance or to provide the services as specified will result in payments being withheld or repayment by the Service Provider of all or a portion of the funds paid for such services and activities. This provision is subject to any legal proceedings available to the Service Provider.

The Service Provider understands that monthly reimbursements to finance this GRANT AGREEMENT are for the purpose outlined in the Statement of Work, and outcomes specifically identified in the Program Summaries and Performance sections of the GRANT AGREEMENT. The Service Provider may expect cost reimbursement by the end of the reporting month if all reports are submitted in a timely and accurate manner to the Board.

PERFORMANCE OUTCOMES

Performance goals for the career managers will be set by the Coordinator and/or Director of Workforce Services at the beginning of the program year and will be based on contractual obligations. Internal self-monitoring and contractual performance reviews will be conducted and evaluated monthly to track adherence to policies, procedures and processes. The Statement of Work section outlines how follow-ups will be conducted. If it is determined, before or at the time of follow-up, that a client needs additional services to obtain/retain employment, the career manager will assist the client with resources and services, as necessary (including through available funding or referral to services/training, if applicable). The job performance and goals of the career managers will be addressed on an “informal, day-to-day basis,” as needed. “Formal” reviews, however, will be conducted semi-annually. The purpose of these periodic reviews will be to address any performance issues, provide coaching, facilitate continuous improvement, and determine additional training needs, when and where required. Personal improvement plans and/or corrective action plans will be implemented, when needed.

Unless otherwise noted, this is a performance-based cost reimbursement GRANT AGREEMENT and CareerSource Gulf Coast may withhold up to ten (10) percent of funds should the service provider not meet performance measures (below) on a quarterly basis. However, achieving benchmarks by the fiscal year’s end may allow the service provider to earn the performance holdback in whole.

CareerSource Gulf Coast Job Center Operator – 2022-2023 Required Performance Levels			
Unique employers served	100 per quarter	Wagner Peyser wage rate YTD	\$12.00
Distinct individuals receiving services	900 per quarter	Wagner Peyser Entered Employment Rate	73%
Veterans served	15 per quarter		

****The Wagner Peyser Entered Employment Rate will increase by \$1.00 each September 29th in conjunction with Florida’s minimum wage law – through 2026.**

Three performance measures for contract year 2022-2023 are listed below. The service provider must meet two of the three measures to earn the ten (10) percent holdback. Exceeding one measure will count as meeting two; however, the service provider is encouraged to strive towards meeting all three goals.

- 1.) Unique Employers Served – 100 per quarter
- 2.) Distinct Individuals Receiving Services – 900 per quarter
- 3.) Veterans Served – 15 per quarter

1. Assurance of commitment to achieving each of the performance levels

Performance is a priority at the CSGC Job Center. The college is committed to achieving each of the performance levels as established by the CSGC Board. On a monthly basis, the Coordinator will monitor all performance measures. To maintain high levels of performance, the CSGC Job Center will employ qualified staff and provide training on performance measures and what each measure represents. ESRs will review and evaluate employer customer satisfaction levels regularly. Information related to performance will be shared with staff at regularly scheduled staff meetings and training. If the CSGC Coordinator determines staff need additional assistance to perform at a higher level, the Coordinator will immediately request technical assistance or additional training from the CSGC Board or DEO.

Gulf Coast State College understands that the GRANT AGREEMENT may be cancelled if the customer satisfaction level falls below 75% or the State average (whichever is higher).

2. Additional performance indicators

The CSGC Job Center proposes the following additional measures that fairly measure successful workforce programs:

- Number of work registrations

- Number of job seekers served
- Number of services provided

The level of performance should be based on the level of funding or program requirements. The CSGC Job Center reports on these measures in the monthly CareerSource Gulf Coast Job Center Traffic Report.

**CareerSource Gulf Coast Job Center
Budget (July 1, 2022 - June 30, 2023)**

	PY 22/23 Budget	WIOA Adult	WIOA Youth	WIOA Disl. Wkr.	Welfare Trans.	SNAP	RESEA 2021	RESEA 2022	Military Family	Wagner -Peyser	DVOP	LVER
Coord./McLane	42,548	19,307	3,558	3,738	1,000	390	136	1,902	3,344	4,554	1,507	3,112
Mgr. Dekouche	39,597	18,747	3,312	3,479	900	350	126	1,770	2,376	4,238	1,403	2,896
Admin. Assist. – Stewart	14,483	5,884	1,115	1,024	142	55	70	637	934	2,139	914	1,569
Admin Asst./Vacant 1/27/23 TBD	15,062	10,041	1,415	1,024	640	334	-	755	853			
Military Family –Miller	11,500	2,014		-					9,486			
Military Family-Quintana	22,553	4,510							18,043			
Intake/Orientation/Balilio	35,217	11,420	7,174	7,569	2,580	1,575	962	3,937				
Intake/Orientation/Hunt	35,217	11,321	6,600	6,767	2,580	1,575			6,374			
Intake/Orientation-Vacant	-											
RESEA/Case /C. Simmons	11,844	1,930	1,327	1,352			717	6,518				
RESEA/CM/S. Shannon	14,165	945	944	944				11,332				
Sr. Projects Spec/Woodard	38,375	17,472	10,198	10,705								
Potential pay raises	-						-			-	-	-
TOTAL SALARIES:	280,561	103,591	35,643	36,602	7,842	4,279	2,011	26,851	41,410	10,931	3,824	7,577
FICA /Medicare (7.65 %)	21,463	7,925	2,727	2,800	600	327	153	2,054	3,168	836	293	580
Retirement (11.91%)	33,415	12,338	4,245	4,359	934	510	240	3,198	4,932	1,302	455	902
Health Ins	58,813	21,806	9,802	9,505	2,100	1,200	646	5,948	3,950	1,919	681	1,256
Health Ins. Increase 5%	-	-	-	-	-	-	-	-	-	-	-	-
Life Insurance	916	218	126	82	28	35	5	115	220	45	16	26
TOTAL FRINGES:	114,607	42,287	16,900	16,746	3,662	2,072	1,044	11,315	12,270	4,102	1,445	2,764
TOTAL SALARIES /FRINGES	395,168	145,878	52,543	53,348	11,504	6,351	3,055	38,166	53,680	15,033	5,269	10,341
OPERATIONAL:												
Travel	4,500	999	748	840	30	48	-	718	668	285	71	93
SUBTOTAL	399,668	146,877	53,291	54,188	11,534	6,399	3,055	38,884	54,348	15,318	5,340	10,434
Indirect Program Costs	11,990	4,406	1,598	1,626	346	192	92	1,167	1,630	460	160	313
Total Budget	411,658	151,283	54,889	55,814	11,880	6,591	3,147	40,051	55,978	15,778	5,500	10,747

BUDGET NARRATIVE

Justification of each proposed expense and method of computation

The budget reflects projected needs for the program year. Employee costs will be allocated to the programs they support.

Salary: Actual salaries of **\$280,561** are for the following positions: Coordinator, Workforce Services Manager, Administrative Assistant, Military Family, Senior Employment Specialist, Special Projects Specialist, and two Intake/Orientation Assistants. Fringes include FICA and Medicare match, retirement, and insurance. FICA and Medicare match is 7.65% of taxable salaries **\$21,463**. Retirement is 11.91% of salaries **\$33,415**. Health Insurance is **\$58,813**. Life insurance is **\$916**. Total fringes are **\$114,607**.

Actual Salaries

Title / Employee Name / Percentage of Contract	Yearly Salary
Coordinator / A. McLane/90% of salary	\$42,548
Workforce Services Manager / T. Dekouche / 90% of salary	\$39,597
Administrative Assistant/A. Stewart 90%	\$14,483
Administrative Assistant (Vacant) 90%	\$15,062
Military Family / A. Miller /100%	\$11,500
Military Family / E. Quintana /100% (Vacant 3/29/23)	\$22,553
Special Projects Specialist/ K. Woodard / 100%	\$38,375
Intake / Orientation / A. Balilo / 100%	\$35,217
Intake / Orientation / M. Hunt / 100%	\$35,217
RESEA / C. Simmons/ Sr. Employment Specialist / 100%	\$11,844
RESEA/ S. Shannon /Sr. Employment Specialist	\$14,165

Health Insurance Cost per Employee

Employee Name	Yearly Cost
A. McLane	\$5,786
T. Dakouche	\$9,689
Administrative Assistant/Stewart	\$4,427
Administrative Assistant (TBD)	\$3,963
A. Miller	\$444
K. Woodard	\$9,689
A. Balilo	\$9,689
M. Hunt	\$7,629
RESEA /C. Simmons	\$3,460
RESEA/S. Shannon	\$4,037

Travel: Travel costs to deliver services include local travel between the CSGC Job Center and college locations or employer sites as well as out-of-district travel for staff to attend workforce-related conferences and workshops. Total travel is **\$4,500**.

Indirect Program Costs: Reimbursement for costs incurred by the college in support of the contract, not reflected in stand-in costs, is projected at **\$11,990**. Indirect costs are calculated at **3%** of the total contract and will be paid monthly during the contract period.

Projected cost of office supplies is **\$5,000**. The CareerSource Gulf Coast Board holds the funds for office supplies.

COST ALLOCATION PLAN

Costs will be direct charged where appropriate. Costs that cannot be direct charged will be pooled in the WIOAWT Universal Service Cost Pool (USCP) and the Coordination and Operational Cost Pool (COCP) at the direction of the CareerSource Gulf Coast Board. The USCP contains all costs related to the wages, fringe benefits, and overhead costs associated with the non-DEO front line, resource room and job developer positions. Costs will be distributed based on the total prior month-to-date expenditures of service providers in the region. The CareerSource Gulf Coast Board staff compiles monthly service provider program expenditures for the region, and the CareerSource Gulf Coast Job Center uses the percentages charged to WIOA and WT grants to allocate costs accumulated in the USCP. The CareerSource Gulf Coast Board staff will maintain month-to-date expenditure spreadsheets to support percentage distributions to grants. The COCP contains all costs related to CareerSource Gulf Coast Job Center overhead costs and the wages and fringe benefits for the Coordinator, Admin Assistant, and Workforce Services Manager. Monthly costs in the COCP pool will be allocated based on the percentage of partner program staff charges to grants and will be supported by personnel activity reports.

Per the CareerSource Gulf Coast Board, a function or activity that benefits two or more programs may be set up as a single cost objective. Costs allocable to that cost objective are allowable to any of the programs that benefit from the activities or costs. Therefore, the CareerSource Gulf Coast Job Center will make business decisions regarding what combination of funds made available under these programs will be applied to cost objectives.

ASSURANCES

As a condition of the receipt of Federal and State funds under the Personal Responsibility Act (Public Law 104-193), Workforce Innovation and Opportunity Act (WIOA) (Public Law 113-128) and the Workforce Innovation Act of 2000 rules and regulations, hereby identified as Board programs, the Service Provider agrees to submit a plan for the delivery of WIOA Youth services and operations under the WIOA and Welfare Transition programs, and agrees to operate the programs in accordance with Federal, State and local requirements, the Region Four Workforce Investment Act Services Plan, the Welfare Transition Plan, the Department of Economic Opportunity's Welfare Transition Employment and Training Handbook and all other laws as applicable.

THE SERVICE PROVIDER ASSURES THAT:

1. The Service Provider will substitute stand-in costs for any unauthorized expenditures deemed as disallowances in the operation of the program, and for any disallowed costs incurred as a result of the service provider expending funds not authorized under this Agreement or in violation of the appropriate Federal or State statutes, regulations or guidelines. In order for stand-in costs to be substituted for disallowed expenditures, the service provider must submit a stand-in cost report for the quarter that the disallowance was incurred. The application of stand-in cost will occur at the audit resolution stage and will not exceed recorded and approved stand-in costs. Any funds requested for reimbursement by the service provider that are determined by the Board, the Governor, Department of Economic Opportunity, CareerSource Florida, and/or United States Department of Labor to be in violation of appropriate Federal and State Statutes, regulations or guidelines shall be refunded and repaid to the Board by the Service Provider with non-federal funds. Should the Service Provider question the Board's determination of a disallowance, the Department of Economic Opportunity may be contacted for a final opinion regarding the appropriateness of the expenditure(s) in question. If this Agreement or Amendments thereto are still in effect, CareerSource Gulf Coast shall withhold these monies from any allowable reimbursement request of the Service Provider.
2. The Service Provider agrees to promptly repay the Board any amount previously paid to the Service Provider by the Board, which is determined by final audit to be an unallowable cost or expenditure. The Service Provider shall repay the Board any funds found not to have been expended in accordance with workforce system programs' regulations or any disallowed expenditure in the final resolution of the audit report. The Service Provider shall repay such amounts from funds other than funds received under this GRANT AGREEMENT. The Board may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs. This provision is subject to any administrative or other legal procedures available to the Service Provider. No funds under this GRANT AGREEMENT may be used in support of any religious, anti-religious, or political activity.
3. In the event the service provider breaches this GRANT AGREEMENT, the service provider shall indemnify and hold harmless CareerSource Gulf Coast for any disallowed costs resulting from any such breach of this GRANT AGREEMENT. The management, administration and implementation of all terms and conditions of this GRANT AGREEMENT shall be performed in a manner satisfactory to the Board. The Board may act in its own best interest including, but not limited to:
 1. Requiring a written report of corrective action within specific time frames;
 2. Withholding payment;
 3. Disallowing inappropriate claims, payments, or costs;
 4. De-obligating GRANT AGREEMENT funds; or
 5. Terminating or suspending this GRANT AGREEMENT.

If the Board determines that the program described in this GRANT AGREEMENT is not functioning as intended, the Board shall notify the Service Provider immediately by telephone, followed by written notice,

which may result in bilateral corrective action or adjustment of the Contractual terms through modification of this GRANT AGREEMENT.

4. The Department of Economic Opportunity requires that the Board's monitoring plan include fiscal monitoring of all service providers. The Board's Fiscal Department monitors the invoices for appropriateness of costs, timeliness of the submission related to the time that the expenditures were incurred dates of enrollment related to dates of expenditures and overall accuracy of the invoice.

Each month, program fiscal reports are due on the 8th of the month. The Fiscal Department monitors the reports and invoices over the remainder of that month. When there is a discrepancy, the service provider is immediately notified, and appropriate clarification and/or documentation is requested. If the service provider submits the requested documentation in a timely manner and the Fiscal Department reviews and accepts the documentation/clarification, no reimbursement is withheld. If the service provider fails to submit proper documentation/clarification, all reimbursements will be withheld until such time that the proper clarification is submitted to and accepted by the Fiscal Department.

CareerSource Gulf Coast reserves the right not to pay if invoices are submitted more than sixty (60) days past the end of the month being invoiced. Each year a final closeout report is due within eight (8) days after the contract end date. After this deadline, no reimbursement can be made for prior year's expenses from prior year's funds.

5. The Service Provider shall maintain sufficient financial records to allow costs to be properly charged to the appropriate cost categories. The Service Provider shall maintain proper accounts and an accurate verification of participant statistics.
6. The Service Provider shall implement administrative controls to identify participant training costs that are supported by other federal (DOL, Pell Grants, VA, etc.) state or local programs to ensure costs are not being duplicated. Coordination and sharing of costs is strongly recommended.
7. In accordance with Florida Statutes, 50% of adult and dislocated worker funds must be expended for Individual Training Accounts (ITAs). Please refer to DEO FG 074 for guidelines on allowable costs that may be considered as a part of the 50% funds.
8. Service provider expenditures will be reviewed after the second quarter of the program year. If contract funds are not 35% expended, funds may be de-obligated.
9. The Service Provider understands that monthly payments to finance this Grant Agreement are for CareerSource Gulf Coast WIOA Youth services/operations, training activities, unsubsidized and subsidized job placements, and/or youth services as specified and outlined in the Grant Agreement statement of work and program summary. Performance measures for programs will be provided annually to the service provider. Failure to attain those levels of performance may result in funds being withheld until the appropriate level is attained. Continued failure to attain performance measures may result in Grant Agreement termination. The service providers' performance will be compared to planned quarterly benchmarks specified in the Grant Agreement. Failure to achieve 80% of planned enrollments/placements may result in funds being withheld until the Service Provider is at that level of performance. Under WIA/WIOA, if 80% of planned job placements are not met, the Service Provider may be required to repay funds. The cost per placement (total contract dollars divided by total placements) will be the method of calculating the pay back for each placement below 80% of the planned placements. Under the Youth program, service providers' performance will be based on meeting enrollments and performance measures as stated in their Grant Agreement's statement of work. Failure to provide the training as

specified will result in repayment of all or a portion of the funds paid for such training. The Service Provider understands that they may incur financial loss if these benchmarks are not met.

The Service Provider understands that this is a performance-based Grant Agreement. 10% of funds may be held back until measurable performance outcomes are achieved and documented. Ideally these performance measures will be met individually; however, CareerSource Gulf Coast is willing to reward exceeding one goal to count as achieving the performance on two goals.

10. In compliance with WIOA Public Law 113-128, Section 194 (15) none of the funds provided under this title shall be used by a recipient or sub-recipient of those funds to pay the salary and bonuses of an individual at a rate in excess of Executive Level II. This restriction does not apply to vendors/contractors providing goods and services as described in NPRM 683.290 (c).
11. The Florida Legislature requires that any purchase by regional workforce boards of promotional/outreach/informational items which exceeds a certain amount each year must be approved by the Department of Economic Opportunity prior to purchase. In order to ensure that purchases for this region do not exceed the limit, Service Providers must obtain written permission in advance from the CareerSource Gulf Coast Executive Director prior to making purchases of outreach/informational/promotional items.
12. The Service Provider who is a public or private nonprofit agency assures that revenues in excess of costs shall be treated as program income. Accordingly, these funds may be retained by the Service Provider to underwrite additional training or training related services pursuant to the project or program that generated them. Funds not spent during the GRANT AGREEMENT period shall be returned to the Board within thirty-(30) days of the expiration date of the GRANT AGREEMENT.
13. The Service Provider shall establish and maintain an auditable accounting system, and report on an accrual basis at year end in accordance with recognized accounting practices and the Board's and Department of Economic Opportunity's requirements for fiscal and program reports. This includes establishing record keeping systems that are sufficient to permit the preparation of reports required by the Department of Economic Opportunity (DEO) and the Board, and to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully.
14. Pursuant to FS 119, 257, and State of Florida General Records Schedule GS1-SL, records related to contracts with CareerSource Gulf Coast will be retained for a period of five (5) years after all payments are made and all other pending items related to those records are closed. **Service Provider may only maintain two (2) years of participant files on site.** The Board maintains space for record retention, should space not be available at the provider's site; however, the transport of the records is the responsibility of the provider. CareerSource Gulf Coast is the contact for the admission to storage facilities.
15. Service Provider agrees to participate in all inventory processes for items purchased with funds awarded by the Board. The Board will tag and log into a database all inventory over \$750.00 that is purchased with funds awarded by the Board. Also, property purchased that has a value of \$750.00 or greater and a life expectancy of one year or more shall be reported on the monthly financial report to the Board. While the provider may utilize the equipment in delivering services allowable under the appropriate program, the ownership of all equipment, supplies and inventory vests with the Board. equipment, supplies and inventory no longer being utilized by a provider will be assessed and redistributed as necessary. Equipment, supplies and inventory may not be disposed of without approval of CareerSource Gulf Coast. The transporting, removal, and/or disposal of any equipment, supplies and/or inventory are the responsibility of the service provider with direction from CareerSource Gulf Coast.

16. The Service Provider will comply with the uniform fiscal and administrative requirements of the Federal Office of Management and Budget Uniform Guidance at 2 CFR 200 and as codified for the United States Department of Labor at 29 CFR (Code of Federal Regulations) Part 97.
17. The Service Provider assures that an annual audit will follow the audit and audit resolution requirements of the Department of Economic Opportunity's (DEO) Division Policy AWI FG-05-019, The Single Audit Act of 1984 and the Federal Office of Management and Budget Uniform Guidance and a copy of the audit furnished to CareerSource Gulf Coast along with a statement explaining the effect that any findings have on workforce system program funds. Per DEO, Division Policy AWI FG-05-019, Service Providers are required to immediately notify CareerSource Gulf Coast if they are going out of business or unilaterally terminate the GRANT AGREEMENT and a custodian of the records must be appointed. CareerSource Gulf Coast's independent auditors will then be notified to perform an immediate audit, which could be a grant-specific audit, of the service provider's records. The audit firm will obtain information from the custodian of records of the company for use in preparation of the audit.
18. The failure of the Board to strictly enforce any of the provisions of this Agreement/ Modification, or to require strict performance by the Service Provider of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or any other validity of this agreement or any part hereof, or waive the right of the Board to thereafter enforce each and every provision therein
19. The CareerSource Gulf Coast shall indemnify, defend and hold the Service Provider harmless from all claims, suits, judgments or damages, including court costs and attorneys' fees caused by CareerSource Gulf Coast's negligent act or omission in the course of the operation of this GRANT AGREEMENT.
20. The Service Provider assures that it will comply with the requirements of workforce system programs and with Federal and State regulations and policies to include 2 CFR 175 (Trafficking Victims Protection Act of 2000) when applicable, 29 CFR 2, Subpart D (Religious Activity Prohibitions), and will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing the programs associated with this Agreement. The Service Provider further agrees to comply with all subsequent revisions, modifications and amendments to workforce system programs and the related regulations as assigned by CareerSource Gulf Coast. Failure by the Service Provider to accept or comply with changes to workforce system programs or the related regulations that affect the terms of this Agreement, and which the Board shall present in writing, shall be sufficient basis for termination by the Board. The Service Provider assures that it will comply with CareerSource Gulf Coast procedural instructions and policies.
19. The Service Provider understands that modifications and/or revisions to the financial and/or program aspects of this GRANT AGREEMENT may be required as a result of changes in the Board's funding allocations. The Service Provider understands and agrees that if either party desires to change or modify this Agreement, the proposed changes shall be written documents executed by both parties. The Service Provider understands that the written proposed changes shall be negotiated, and that the Agreement shall become a written signed modification to the original GRANT AGREEMENT. The Service Provider further understands that the Board may amend this GRANT AGREEMENT to conform to those changes in any Federal or State Statute, Regulation, Procedural Instruction, and/or Executive Order relevant to this Agreement or any amendment hereto. This Agreement may not be modified, amended, canceled, extended or assigned orally without the express written consent of the Board or the Executive Director of the Board. All modifications, amendments, cancellations, extensions and/or assignments must be reduced to writing and incorporated into an amendment hereto.

20. The Service Provider understands and agrees that verbal communications between the parties will not be accepted in any audit determinations or other matters involving interpretations of the rules and regulations governing the implementation of workforce system programs.
21. The Service Provider assures that it will develop monitoring procedures to ensure that its program is in compliance with workforce system laws and regulations, and that adequate administrative and accounting controls are being used. The Board shall have the right to monitor and evaluate all aspects of program activities and the Service Provider shall provide access to all records necessary to accomplish this obligation.
22. The Board, CareerSource Florida, the Department of Economic Opportunity (DEO), the United States Department of Labor, the Inspector General of the United States Department of Labor, the U.S. Comptroller General, or their designated representatives shall have access and the authority to monitor, audit, examine and make excerpts, copies, or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement in accordance with applicable federal/state laws.
23. The Service Provider shall indemnify, hold harmless, and defend the Board, its agents and employees from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies or other loss, allegedly caused or incurred, in whole or in part, in any act of fraud or defalcation by the Service Provider, its agents, subcontractors, assigns, heirs and employees during performance under the Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to the Board on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against the Board or any of its agents or employees by any employee of the Service Provider, any subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or types of damages, compensation or benefits payable by or for the Service Provider or any subcontractor, under worker's compensation acts, disability benefit acts, or other employee benefit acts. The foregoing indemnification provisions shall not be applicable to any injuries, damages or losses resulting in whole from the acts or omissions of the Board.

Notwithstanding anything to the contrary contained herein, the Service Provider does not hereby waive any of its sovereign immunity and any obligation of the Service Provider to indemnify, defend, or hold harmless the Board as stated above shall extend only to the limits, if any, permitted by Florida law, and shall be subject to the monetary limitations established by section 768.28, Florida Statutes.

The Service Provider understands that the Board shall assume no liability with respect to bodily injury, illness or any other damages or losses, or with respect to any claims arising out of any activity under this GRANT AGREEMENT whether concerning persons or property in the Service Provider's organization or any third party. The only exception to the aforementioned hold harmless would be in the case of liability allowed by the general liability policy procured and paid for by the Board for the operation of the CareerSource Gulf Coast Job Center. The Board as the leaseholder is required to maintain a general liability policy of 1.5 million dollars per occurrence and insures the contents of the site up to one million dollars. The Board assumes liability as outlined in the policy on file at the Board's Administrative offices at Gulf Coast State College.

24. The Service Provider shall not assign, delegate, or in any way transfer any of its rights or responsibilities, or any part of the work and services as called for by this GRANT AGREEMENT without prior written

approval of the Board. The Service Provider understands that any contract approved to be subcontracted under this GRANT AGREEMENT shall be specified by written agreement and shall be subject to each provision of this GRANT AGREEMENT and all Federal, State, and local laws and regulations. This includes appropriately executed separate sub agreements for on-the-job training, limited internships, and work experience positions.

25. This GRANT AGREEMENT is subject to termination by either party with thirty-(30) days advance written notice. Any determination under this provision must be made in good faith, with due consideration given to availability of funding and the dedication of resource by the Service Provider to this Agreement. In the event funds to finance this GRANT AGREEMENT are not available, the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours' notice in writing by CareerSource Gulf Coast to the Service Provider. The Service Provider understands that the Board has the right to terminate this GRANT AGREEMENT by providing a thirty-day written notification when an extenuating circumstance arises, for example when the work is no longer required. It is understood that the Service Provider will be compensated for work already completed or in the process according to accurate, appropriately submitted documents.
26. Avoidance of Conflict of Economic Interest - an executive, officer, agent, representative, or employee of the Service Provider will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Service Provider. No member of any council under the workforce system shall cast a vote on the provision of services by that member or any organization, which the member directly represents or vote on any matter that would provide direct financial benefit to that member. No official member or employee of the Board or any Board member, or any immediate family member of a Board employee or Board member may have a material financial interest in any service provider entering into this contract as entered into. There will be no conflict of interest permitted by the Service Provider's organization, officials, or employees, real or apparent, in the participation toward any performance of this GRANT AGREEMENT. During any performance of this contract, if there becomes an awareness of an actual or opposing interest, organizational or personal, that will or could affect the ability to be confidential, fair and impartial, they will withdraw from further action taken in that course of performance. Documentation of a conflict of interest and the action taken will be documented by a Conflict of Interest/Disclosure and Action Statement and furnished to CareerSource Gulf Coast. This Breach of Ethical Standards Certification is a material representation of action upon which reliance can be placed when this contract is entered into.
27. The submittal of false information may be considered as fraud and any other breach of these agreement terms could result in the immediate termination of the GRANT AGREEMENT. The Service Provider is liable for the repayment of funds that were paid by the Board for reported performance, or other compensation for services or expenses subsequently determined to be invalid. Repayment may be by deduction from subsequent invoices or in the form of a check for the amount owed if the program ended.
28. Individuals shall not be discriminated against on the basis of race, color, sex, national origin, religion, age or disability in assignment to training and education developed under workforce system programs. Participants in programs receiving federal financial assistance under Title I of WIA/WIOA are also protected from discrimination on the basis of political affiliation or belief, as well as citizenship or status as a program participant.

As a condition to the award of financial assistance under workforce system programs, the Service Provider assures, with respect to operation of workforce system funded programs or activities, and all agreements or arrangements to carry out the workforce system funded programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of

1973, as amended; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to 29 CFR part 37. The United States has the right to seek judicial enforcement of this assurance.

The Service Provider assures that it will comply with 29 CFR Section 37.42 and shall make efforts to provide equitable services among substantial segments of the population eligible for participation. Such efforts shall include but not be limited to outreach efforts to broaden the composition of the pool of those considered for participation, to include members of all genders, the various race/ethnicity and age groups, and individuals with disabilities.

The Service Provider assures that it will comply with 29 CFR Section 37.29, dissemination of nondiscrimination and equal opportunity policy, and that initial and continuing notice shall be provided that it does not discriminate on any prohibited ground to: applicants, eligible applicants, participants, applicants for employment, employees, and members of the public, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipient.

The notice requirements imposed require, at a minimum, the notice be posted prominently in reasonable numbers and places, disseminated in internal memoranda and other written communications, included in handbooks or manuals, made available to each participant and made a part of the participant's file. The notice shall be provided in appropriate formats to individuals with visual impairments. Where notice has been given in an alternate format to a participant with a visual impairment, a record that such notice has been given shall be made a part of the participant's file.

In accordance with Federal and State requirements, the posters listed below are to be displayed prominently at all WIOA Title I locations, including satellite offices, and by all service providers.

- Equal Opportunity Is the Law (Spanish and English)
- Equal Employment Opportunity Is The Law (Spanish and English)
- Florida Law Prohibits Discrimination (Spanish and English)

The Service Provider shall, during each presentation to orient new participants and/or new employees to its workforce system funded programs or activities, include a discussion of participant's and/or employees' rights under nondiscrimination and equal opportunity provisions, including the right to file a complaint of discrimination with the recipient, the Department of Economic Opportunity's Office for Civil Rights, or the Civil Rights Center, U.S. Department of Labor.

The Service Provider assures that it will comply with Title 29 CFR Part 37.37, data and information collection and confidentiality, which require recipients to collect the data and maintain the records that the Civil Rights Center finds necessary to determine recipient compliance with nondiscrimination and equal opportunity provisions. This includes:

- * Records on applicants, eligible applicants, participants, and terminees, as well as on applicants for employment and employees;
- * By race, ethnicity, gender, age and, "where known", disability status.

31. The Service Provider agrees to abide by Federal and State rules/regulations pertaining to patent rights with respect to any discovery or invention that arises or is developed in the course of or under such contract

(as applicable). The Service Provider will comply with requirements pertaining to copyrights (agreements which involve the use of copyrighted materials or the development of copyrightable materials), 627.420(h) (4) (ii), and will comply with requirements pertaining to rights to data, 627.420(h) (4) (iii). CareerSource Gulf Coast and the Department of Economic Opportunity shall have unlimited rights to any data first produced or delivered under this Agreement (agreements which involve the use/development of computer programs/applications, or the maintenance of databases or other computer data processing programs, including the inputting of data).

32. The Service Provider agrees to abide by Federal and State rules/regulations pertaining to compliance with all applicable standards, orders, or requirements issued under Sections 300 and 508 of the Clean Air Act, Executive Order 11738, and Environmental Protection Agency regulations (contracts, subcontracts, and sub-grants of amounts in excess of \$100,000).
33. The Service Provider agrees to abide by Federal and State rules/regulations pertaining to compliance with all mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
34. The Service Provider will comply with the Federal Sarbanes-Oxley Act of 2002 and acknowledges that it is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC) and that it is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).
35. The Service Provider assures that clarification will be sought from the Board on any policy, law, rule, regulation and/or directive that is not clearly understood prior to adopting any practice or procedure to which the Board shall supply clarification. The Service Provider understands that the Board will give the Service Provider thirty (30) days to take corrective action should it be determined that there is a violation of the WIOA and/or Workforce Innovation Acts. If the Service Provider does not take corrective action, funding will be withheld or revoked.
36. Service Providers who are responsible for determining participants' eligibility will assume the liability of all costs incurred because of erroneous determinations of eligibility. Participant eligibility must be completed prior to enrollment and submitted to the Board upon request after enrollment into the program if the Service Provider is the verifier. Service Provider understands that participant eligibility will be determined prior to enrolling a participant into training.
37. The Service Provider agrees that conditions of employment or training shall be appropriate and reasonable with regard to the type of work, geographical region, and skills of the participant. No participant will be trained or receive services in buildings or surroundings which are unsanitary or dangerous. The Service Provider assures that on-the-job training participants will be provided the same working benefits at the same level as other employees similarly employed.
38. The Service Provider assures that to the extent that a State Worker's Compensation law is applicable, information regarding worker's compensation benefits, in accordance with such law, shall be provided to the potential employer by the Service Provider. The State of Florida, through Welfare Transition and SNAP, shall provide worker's compensation coverage for all Community Work Experience participants. To the extent that such law is not applicable, each recipient of funds under WIOA shall secure insurance coverage for injuries suffered by such participants.
39. The Service Provider understands that workforce system programs' services and activities are to be coordinated with other agencies in the region and that positive working relationships shall be established for the benefit of the participants. To prevent duplication of funding and to comply with WIOA Section 134

(c) (3) (B), students will present information regarding HEA, Title IV awards and other types of financial aid they receive to their case manager. In the event the student does not supply this information, the Service Provider is responsible for obtaining that information and providing it to appropriate workforce staff.

40. Service providers are required to provide priority of services for veterans and eligible spouses pursuant to 20 CFR part 1010, the regulations implementing priority of service for veterans and eligible spouses in Department of Labor job training programs under the Jobs for Veterans Act (P.L. 107-288) published at 73 Fed. Reg. 78132 on December 19, 2008.
41. The Service Provider will adhere to and comply with the CareerSource Gulf Coast Complaint and Grievance Procedures, which have been approved by the Department of Economic Opportunity's Office of Civil Rights.
42. The Service Provider assures that if the contractor or employee of the contractor who is directly involved in activities funded under this contract has a grievance not related to discrimination, the following steps will be taken:
 - A. The contractor/employee should speak to his/her supervisor unless that person is the cause of the grievance. In that case, the aggrieved should address his/her concern with the next level of supervisor of their respective organization.
 - B. If the problem is not resolved to the aggrieved's satisfaction and he/she wishes to pursue the issue further, he/she should present the problem to the Deputy Director of CareerSource Gulf Coast. The aggrieved must allow 14 working days from the date the Deputy Director was apprised of the issue to receive a written response.
 - C. If the aggrieved receives no response during the 14 working day period or receives an adverse decision that he/she wishes to contest, the aggrieved shall submit a formal, written grievance to the Executive Director of CareerSource Gulf Coast. The written grievance should be sent to CareerSource Gulf Coast, 5230 West U.S. Highway 98, Panama City, Florida 32401 and 60 working days allowed for a written response.
 - D. If the aggrieved receives no response during the allowed time period or is dissatisfied with the response, he/she may write to the Department of Economic Opportunity Director of Workforce Services, 107 East Madison Street, Tallahassee, Florida 32399-4128. This grievance must be filed within one year of the alleged incident.
 - E. There is a separate grievance/complaint process for participants.
43. According to CFR 20, Subpart D 678.620 (b) (1) a one-stop operator may not perform the following functions:

Convene system stakeholders to assist in the development of the local plan; prepare and submit local plans (as required under sec. 107 of WIOA);

 - * be responsible for oversight of itself;
 - * manage or significantly participate in the competitive selection process for one-stop operators;
 - * select or terminate one-stop operators, career services, and youth providers;

* negotiate local performance accountability measures;

* or develop and submit budget for activities of the Local WDB in the local area.

By the signature on this page, the Service Provider certifies that it has read and understands all of the provisions of this GRANT AGREEMENT and agrees to the information contained herein.

Name and Title

Date

Signature

Retro Active to 7/1/2022