

**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:	
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@careersourcegfc.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 TBD	WIOA Youth/Adult/Dislocated Workers Formula Combined	PY 2021/FY2022	U.S. Dept. of Labor
AA-36313-21-55-A-12 TBD	WIOA Youth/Adult/Dislocated Workers Formula Combined	PY 2021/FY2022	U.S. Dept. of Labor
AA-36313-21-55-A-12 TBD	WIOA Youth/Adult/Dislocated Workers Formula Combined	PY 2021/FY2022	U.S. Dept. of Labor
ES-36748-21-55-A-12 TBD	Employment Services – Wagner Peysner	PY 2021	U.S. Dept. of Labor
TBD	Employment Services – Military Spouse	PY2022	U.S. Dept. of Labor
DV-35868-22-55-5-12 TBD	Jobs for Veterans – DVOP	FY 2022 FY 2023	U.S. Dept. of Labor / Vets. Empl. & Training
DV-35868-22-55-5-12 TBD	Jobs for Veterans – LVER Program	FY 2022 FY 2023	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 TBD	Supplemental Nutrition Assistance Program	PY 2022 PY 2023	U.S. Dept. of Agriculture
G2201-FLTANF TBD	Temporary Assistance for Needy Families (Welfare Transition Program)	FY2022 FY2023	U.S. Dept. of Health and Human Services
TBD	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	RESEA 22	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 +/-												
TOTAL	151,283	72,484	95,405	11,880	6,591	3,147	62,449	55,978	15,778	5,500	10,747	491,242

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

1. The purpose of this modification is to:
  - (a) This modification \_\_\_ increases, \_\_\_ decreases \_\_\_ does not change the funds previously obligated by \_\_\_\_\_ to a new obligation of \_\_\_\_\_
  - (b) This modification changes the agreement period from \_\_\_\_\_ through \_\_\_\_\_ to \_\_\_\_\_ through \_\_\_\_\_.
2. Effective date of this modification is:
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: 6/30/22

Witness: Janine Deter  
Date: 6/30/22

**APPROVED FOR SERVICE PROVIDER**

By Dr. John Holdnak  
(Signature)

Name: Dr. John Holdnak  
Title: President  
Date: 6/29/22

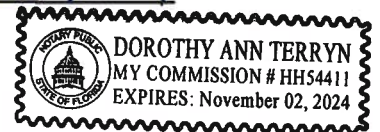
**SERVICE PROVIDER'S NOTARIZED SIGNATURE AND STATEMENT OF AUTHORITY TO SIGN THIS DOCUMENT**

STATE OF FLORIDA  
COUNTY OF BAY

I hereby certify that on this date before me, a Notary Public duty authorized in the state and county named above to take acknowledgments, personally appeared **Dr. John Holdnak** to me known as the person described as **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 29 day of June 2022.

Notary Public Dorothy Ann Terry  
My commission expires: Nov 2, 2024



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")**

<b>CareerSource Gulf Coast Debarred/ Suspension Verification</b>	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 **\$491,242** 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 **\$491,242** 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 29<sup>th</sup> 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 ~~WIOA~~ and 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	42,774	11,844	7,000	8,000	1,000	390	400	4,900	2,200	3,290	1,250	2,500
Mgr. Dekouche	38,532	9,787	6,500	7,500	900	350	400	4,700	2,000	2,900	1,165	2,330
Admin. Assist. - Vacant	32,391	7,720	3,640	6,100	773	473	377	4,638	2,000	3,670	1,000	2,000
Military Family –Miller	36,045	6,745		-					29,300			
Intake/Orientation/Balilio	33,541	12,277	6,910	8,516	1,638	846		3,354				
Intake/Orientation/Hunt	33,541	12,277	6,910	8,516	1,638	846			3,354			
Intake/Orientation-TBD	32,250	11,837	6,634	8,175	1,572	812		1,610	1,610			
RESEA/Case /TBD	36,045	6,005	2,000	5,000			1,040	22,000				
Sr. Empl. Spec./Woodard	36,548	16,274	8,008	12,266								
Potential pay raises (5%)	16,083	4,657	2,289	3,113	340	173	77	2,159	2,154	523	205	393
<b>TOTAL SALARIES:</b>	<b>337,750</b>	<b>99,423</b>	<b>49,891</b>	<b>67,186</b>	<b>7,861</b>	<b>3,890</b>	<b>2,294</b>	<b>43,361</b>	<b>42,618</b>	<b>10,383</b>	<b>3,620</b>	<b>7,223</b>
<b>FRINGES:</b>												
FICA /Medicare (7.65 %)	25,838	7,606	3,817	5,140	601	298	175	3,317	3,260	794	277	553
Retirement (12.32%)	41,611	12,249	6,147	8,277	968	479	283	5,342	5,251	1,279	446	890
Health Ins	63,180	25,146	9,176	10,512	1,945	1,591	274	7,383	2,325	2,305	913	1,610
Health Ins, increase	3,159	1,255	456	508	101	83	-	394	117	119	46	80
Life Insurance	896	198	140	143	28	10	5	114	110	110	11	27
<b>TOTAL FRINGES:</b>	<b>134,684</b>	<b>46,454</b>	<b>19,736</b>	<b>24,580</b>	<b>3,643</b>	<b>2,461</b>	<b>737</b>	<b>16,550</b>	<b>11,063</b>	<b>4,607</b>	<b>1,693</b>	<b>3,160</b>
<b>TOT SALARIES /FRINGES</b>	<b>472,434</b>	<b>145,877</b>	<b>69,627</b>	<b>91,766</b>	<b>11,504</b>	<b>6,351</b>	<b>3,031</b>	<b>59,911</b>	<b>53,681</b>	<b>14,990</b>	<b>5,313</b>	<b>10,383</b>
<b>OPERATIONAL:</b>												
Travel	4,500	1,000	746	860	30	48	24	719	667	328	27	51
<b>SUBTOTAL</b>	<b>476,934</b>	<b>146,877</b>	<b>70,373</b>	<b>92,626</b>	<b>11,534</b>	<b>6,399</b>	<b>3,055</b>	<b>60,630</b>	<b>54,348</b>	<b>15,318</b>	<b>5,340</b>	<b>10,434</b>
Indirect Program Costs	14,308	4,406	2,111	2,779	346	192	92	1,819	1,630	460	160	313
<b>Total Budget</b>	<b>491,242</b>	<b>151,283</b>	<b>72,484</b>	<b>95,405</b>	<b>11,880</b>	<b>6,591</b>	<b>3,147</b>	<b>62,449</b>	<b>55,978</b>	<b>15,778</b>	<b>5,500</b>	<b>10,747</b>

## 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. Expenditures are based on prior year expenditures unless otherwise noted.

**Salary:** Actual salaries of **\$321,667** are for the following positions: Coordinator, Workforce Services Manager, Administrative Assistant, Military Family, Senior Employment Specialist, Special Projects Specialist, and three Intake/Orientation Assistants. The amount with a possible 5% pay raise is **\$337,750**. Fringes include FICA and Medicare match, retirement, and insurance. FICA and Medicare match is 7.65% of taxable salaries **\$25,838**. Retirement is 12.32% of salaries **\$41,611**. Health Insurance is **\$63,180**. Total Health Insurance with a possible 5% increase is **\$66,339**. Life insurance is **\$896**. Total fringes are **\$134,684**.

### Actual Salaries

Title / Employee Name / Percentage of Contract	Yearly Salary
Coordinator / A. McLane/95% of salary – 45,025	\$42,774
Workforce Services Manager / T. Dekouche / 95% of salary-40,560	\$38,532
Administrative Assistant/TBD 95% of 34,096	\$32,391
Military Family / A. Miller /100%	\$36,045
Intake Orientation/TBD 100%	\$32,250
Special Projects Specialist/ K. Woodard / 100%	\$36,548
Intake / Orientation / A. Balilo / 100%	\$33,541
Intake / Orientation / M. Hunt / 100%	\$33,541
RESEA / Sr. Employment Specialist / 100%	\$36,045

### Health Insurance Cost per Employee

Employee Name	Yearly Cost
A. McLane	\$1,332
T. Dakouche	\$9,228
Administrative Assistant/TBD	\$8,772
A. Miller	\$1,332
Intake/Orientation TBD	\$9,228
K. Woodard	\$9,228
A. Balilo	\$9,228
M. Hunt	\$5,604
RESEA /Vacant	\$9,228

**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 **\$14,308**. 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 WIOA/WT 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 will use the percentages charged to WIOA and WT grants to allocate costs accumulated in the USCP. The CareerSource Gulf Coast Board 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, administrative assistant/switchboard operator, 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 Board will make business decisions regarding what combination of funds made available under these programs will be applied to cost objectives.

## STATEMENT OF WORK

### **EMPLOYER SERVICES**

#### **Assisting employers with recruitment**

Recruitment and Outreach efforts are administered by the CareerSource Gulf Coast board and they support Gulf Coast State College efforts.

#### **Assessing, pre-screening, and referring prospective employees**

The CSGC Job Center will provide in-house training to all staff relating to job orders, pre-screening, referring job applicants, and searching databases to ensure they are well trained, and customer focused. The CSGC Job Center has developed a jobseeker services team concept, which is utilized in the resource room, front-line, and referral desk for job order referrals. All staff will be cross trained, knowledgeable, and work closely with a designated team leader. Internal office procedures address work registrations, job orders, and job referrals. Designated staff will be assigned to provide follow-up services to employers for timely job closure. The CSGC's Coordinator and Director of Workforce Services will monitor procedures related to assessing, pre-screening, and referring prospective employees. When seeking candidates for positions that are more difficult to fill, CSGC staff will conduct candidate searches in labor exchange databases, on behalf of the employer, to identify suitable candidates for referrals.

#### **Providing information: Labor market information, employer incentives and other relevant information**

All Employment Security Representatives (ESRs) are trained and knowledgeable and will provide employers with local, regional, and state labor market information. The Department of Economic Opportunity (DEO) provides labor market information and literature, which is available at the CSGC Job Center and online at the Employ Florida website ([www.employflorida.com](http://www.employflorida.com)). The Labor Market Information (LMI) is an invaluable tool that provides data about labor supply and demand, wage information, employment and unemployment statistics, occupation's employment outlook, as well as the demographics characteristics.

Marketing team members will also provide employers with information on current employer sponsored incentives (to include tax, recruitment/hiring and training incentives) available through various local, regional, and state agencies, as needed.

#### **Providing rapid response services**

Once notification of a pending lay-off or closure is received, the Director of Workforce Services works with the Job Center Coordinator to respond immediately with Rapid Response services. The CSGC Job Center staff and partnering agencies will be available to provide an on-site orientation for the affected employer and employees. CSGC Job Center staff will also provide information or one-on-one assistance to dislocated workers on how to file a Re-employment Assistance compensation claim through DEO's CONNECT system; Workforce Innovation Opportunity Act services; training opportunities for in-demand occupations; job search and resume assistance; employability skills workshops; veteran services, and referrals to employers. Recently, the Job Center provided rapid response services to dislocated workers at GKN Aerospace, Berg Steel Pipe, and EnGen.

#### **Implementation of sector strategies as developed by CSGC**

Sector strategies developed by CSGC will be implemented by the college, as appropriate. Sector strategies promote partnerships between education, employers and workforce that address issues of skills needs and can result in helping to meet the needs of workers for good jobs and the needs of employers for skilled workers. More recently, GCSC and the Bay Economic Development Alliance have joined forces with local manufacturers, such as Trane Technologies, to provide a work-study program that aim to train residents in advanced manufacturing operations.

Relationships will be facilitated, maintained, and strengthened between key stakeholders to ensure genuine stakeholder participation and engagement. Currently, the college has developed internal procedures at the Job

Center, where staff members are assigned to work with jobseekers, employers, and other stakeholders in service a specific industry sector.

### **Marketing services to employers**

Under the supervision of the CSGC Job Center Coordinator and Director of Workforce Services, the marketing team will conduct outreach and recruitment activities in Bay, Gulf, and Franklin counties. They will contact employers through on-site visits, informational mailings, telephone contact, and email to acquire and post job announcements in EF. The marketing team members will be available to respond to the needs of employers who visit the CSGC Job Center. The marketing team will be actively involved in local Chambers of Commerce, partnering agencies and community activities, job fairs, and expos. The CSGC Job Center will actively recruit new employers and maintain a solid employer base by providing high-quality employment services. Dedicated staff will maintain a centralized job order data entry system, enter job orders into EF, receive calls from existing employers and provide administrative support to the marketing team. The CSGC Job Center will market its services through its involvement in community activities, job fairs and expos as well as through social media outlets (Facebook, Twitter, LinkedIn, etc.).

### **Allowing employers and community partners to utilize space at the CareerSource Gulf Coast Job Center**

The CSGC Job Center will provide necessary space and accommodations to employers and partners for employment and community related activities and will enforce all board policies relating to usage of space and CSGC Job Center resources.

### **OUTREACH AND RECRUITMENT FOR EMPLOYERS**

All marketing activities, materials and publications will be approved in advance by CareerSource Gulf Coast, and no service provider staff will speak to the media without approval from the Executive Director or Director of Marketing and Communications. Failure to abide by this directive may result in the Board requiring the immediate termination of the offender. Staff will sign statements of understanding confirming that this policy has been explained to them. All marketing materials/publications will contain the ADA statement: "Equal opportunity employer/program and auxiliary aids and services are available upon request to individuals with disabilities" and will also list the Center's TTY/TDD or relay service.

### **JOB SEEKERS SERVICES**

The CSGC Job Center service delivery system will be managed to provide access to employer and job seeker services. Availability of funds, in conjunction with customer need and eligibility guidelines, will determine the combination of services appropriately provided to individual customers.

#### **Basic Career Services**

##### **1) *Registration in Employ Florida (EF).***

All job seeker clients will be required to sign in on a daily activity log maintained by the front-line and resource room staff. At sign in, a front-line staff member will determine the level and types of services and assistance required on an individual basis. New clients will be referred to the resource room for orientation, job search services and activities. Clients needing basic career and individualized services will be referred to the appropriate staff member. All job seeking clients will be assisted in work registration in the Employ Florida system and provided directives depending on their individual needs.

An Employment Security Representative prepares and distributes a monthly calendar to all staff members identifying the ESRs and veteran's representative designated each day of the month to be 'on call' and address customer needs.

##### **2) *Eligibility determinations for services under WIOA, and Veteran's priority of service.***

All clients and job seekers will be informed of eligibility requirements and determination for all services under WIOA. Eligible Veterans and spouses will be provided with priority of service for all workforce activities and referrals to training, job referrals and job search assistance.

**3) *Assessing skill levels, aptitudes, abilities and supportive service needs of job seekers.***

At the initial one-on-one assessment, CSGC staff will assess the skill levels, aptitudes, abilities, and supportive services needs of job seekers. The assessment process will identify strengths and barriers to success. Talent and skills assessments are available to help employers find the best quality candidates (in the areas of accounting, financial, industrial, behavioral, MS Office Suite, etc.). Assessments available on site include the Comprehensive Adult Student Assessment Systems (CASAS), CareerShines (Career Assessment), and Aspiring Minds (in the areas of accounting, financial, industrial, behavioral, MS Office Suite, etc.) testing. ESRs or the veteran representative will provide one-on-one career management and WIOA services upon request, by referral or by determination of need by front-line and resource room staff.

**4) *(Outreach and recruitment) Informing community partners and job seekers about services.***

To inform community partners and job seekers about the services available, the CSGC Job Center will advertise with local media outlets depending on the targeted audience. Social media outlets such as Facebook, Twitter, and LinkedIn as well as other publications and media outlets will be utilized, as needed. The CSGC Job Center will also conduct outreach and recruitment and promote special events through radio and television, if adequate funding is available, and will maintain and develop partnerships with local community organizations, businesses, workforce partners, and area educational and training institutions. Marketing team members will participate in employment-related community and networking events and will maintain active memberships with the local Chambers of Commerce. CareerSource Gulf Coast will promote and participate in area job fairs, business expos, special events and college activities. At a minimum, the CSGC Job Center will provide a monthly update of activities to the CareerSource Gulf Coast's Director of Workforce Services.

**5) *Making current labor market information available.***

The CSGC Job Center will make informational booklets available on how to file Re-employment Assistance (RA), formerly known as unemployment compensation (UC), claims. Front-line and resource room staff will be trained to provide assistance in filing RA claims.

Staff will provide information about local and state training providers, along with the approved training programs. An approved training providers list will also be posted on the CSGC web page under "*Job seekers – training services.*"

Job Center staff has developed a community resource book for various resources and supportive services that will be made available to the client, as needed. In addition, Job Center staff attends community meetings such as the continuum of care meetings to keep abreast of any changes or new community resources from various community agencies/organizations.

CSGC will make current local, regional, and state labor market information available through informational handouts and posters. The information will also be available online through the DEO and EF web sites. Literature provided by the Job Center and the DEO about job vacancy listings, skills and training needed to obtain jobs, average wages, and number of job openings will be readily available and displayed onsite in a useful and clear format. Staff will also provide one-on-one individual orientations to assist clients in becoming familiar with services and resources of the center.

**6) *Resource room operation.***

The following self-directed basic career services will be available in the resource room:

Work Registration in EF

Resume Assistance

Job Referrals  
Career Counseling Referrals  
Labor Market Information  
Referrals to Training Providers  
Community Resources

Reemployment Assistance  
Fax, Phone & Copy Services  
WIOA Information  
Assessment and Testing  
Job Center Orientation

The resource room will be maintained by certified workforce professional staff members to provide information and assistance in all job search activities and workforce services and programs. Basic and individualized career services will be available and provided based on the specific needs of the job seeker. A team leader will provide functional supervision to the front-line and resource room staff.

The resource room will be equipped with 24 computer workstations and 4 referral stations and will be staffed with employees certified to provide workforce services and assistance to job seeker clients. To ensure the needs of both the job seeker and the employer are met, resource room staff will pre-screen clients and will only refer applicants that meet the employer's qualifications as stated in the job order. Staff will be available to provide labor market information and resume writing assistance and to answer job search and employment-related questions. QLM, a temporary staffing agency, is co-located to assist with immediate employer and job seeker needs. Co-location presents the opportunity for the QLM / CSGC Job Center partnership to be maximized as well as resources to be shared and leveraged.

**7) Quarterly Follow-up.**

When a client who is registered in WIOA is placed in unsubsidized employment, the case manager will offer and explain the availability of follow-up services. Quarterly follow-ups will be conducted for twelve months to provide participants support and guidance such as career planning, referral to other community services, or assistance in securing new employment. The follow-up consists in tracking and documenting the client's job or academic progress. Case managers will provide any additional follow-up services needed, pending available funds.

**Individualized Career Services**

**1) Comprehensive and specialized assessments**

Individualized services may be provided to WIOA adult and dislocated job seekers at the CSGC Job Center based on job seeker or employer need. Talent and skills assessments are also available to help employers find the best quality candidates (in the areas of accounting, financial, industrial, behavioral, MS Office Suite, etc.). If a job seeker requires additional assessments, CSGC staff will refer the individual to appropriate community resources.

**2) Case management**

Job seekers will be evaluated individually to determine appropriate levels of services. Many job seekers may have special needs or barriers that require in-depth case management. CSGC staff will provide services to meet each client's needs. When appropriate, staff will make referrals to training providers for further assessment or to community agencies for supportive services. Orientations to employee groups will be available when an employer anticipates a plant closure, downsizing, or layoff contacts CSGC. Additionally, staff will provide information about training options and job search assistance, as needed.

**3) Short term pre-vocational services**

The CSGC Job Center may provide short-term pre-vocational services to job seekers as needed to enhance their ability to obtain and maintain employability. Short term pre-vocational services will be provided either through referral to a partner organization or via on-site training and will include, but not necessarily be limited to communication skills, introductory computer skills, and basic employability skills (i.e., resume writing, interviewing skills, and professional conduct).



### **Follow-Up Services**

Follow-Up Services will be provided to Adults and Dislocated Workers, as appropriate, for up to twelve months after being placed in employment. All youth participants will receive some form of follow up services for a minimum of twelve months. For youth, these services may fall under the category of support services funded under WIOA; Adult and Dislocated Worker services will be no cost or referrals. Case managers will enter a specific code in EF to document progress and other pertinent information related to the client's current situation.

### **Training Services (eligibility and referral process for training participants)**

The CSGC Job Center coordinates with the Board and training providers to determine eligibility requirements and availability of funding. The CSGC Job Center will determine WIOA eligibility for all LWD Area 4 training providers based on the client providing appropriate documentation (as directed by the state and the CSGC Board). Customers will be referred to training providers based on customer choice and program availability.

### **Special Populations**

#### ***Veterans' Program, Military Spouse Program, and National Emergency Grants, and any other specialized service programs***

GCSC understands that the Job Center must provide job development and service referrals for customers who need special accommodations due to specific needs or circumstances. The CSGC Coordinator will designate staff to work with special populations or targeted groups that may be entitled to or require special assistance.

The CSGC Job Center will ensure veterans receive services by conducting outreach and recruitment, making employer visits, maintaining relations with veteran organizations, and being active in veteran-related activities. Veteran staff will monitor the need for and provide services in all areas including in-depth case management for veterans and eligible veteran spouses. The CSGC Job Center Coordinator will designate a staff member to manage and operate the Military Spouse Program. The case manager will conduct outreach and recruitment at local military bases and provide case management and job search assistance to the eligible military spouse population. A Job Seeker Services Representative case manager will conduct community outreach and recruitment for individuals who may need assistance with entering/re-entering the workforce.

### **AFFILIATE SITES**

Gulf Coast State College coordinates training and technical assistance between Job Center staff in the Bay County location with CSGC board-directed staff in affiliate sites. College staff has supported and held job fairs in the affiliate sites on several occasions; as well as provided certification and eligibility assistance for training programs, when necessary. These services have been requested, when needed, by staff at the affiliate sites and include hosting, on the Gulf/Franklin campus, a Career Day event in Gulf County for high school seniors. Gulf Coast State College will also convene bi-annual meetings with the required one-stop partners, to include other partner organizations, as required, in order to ensure the coordination of service delivery. The college will offer training to staff members of the affiliate sites, as appropriate.

### **STAFFING PLAN**

The CSGC Job Center will be staffed by 17 total individuals (9 Gulf Coast State College and 8 Department of Economic Opportunity). Our proposal includes only the nine (9) college employees. The college will hire highly qualified applicants to provide high-quality workforce services. As part of the screening process, potential employees must comply with and pass a Level 2 fingerprinting/ criminal background check before being hired. The table below provides staffing details including title, number of individuals per position, and duties.

- A. Gulf Coast State College Human Resources will provide all job postings of Gulf Coast State College to a CSGC Job Center representative for input into EF.
- B. Career service positions to be advertised will include wording that applications must be filled out at the CSGC Job Center, and an assessment test, decided upon by the Gulf Coast State College department head, will be required as part of the application process.
- C. The Gulf Coast State College Human Resources department will input the career service job postings into their Banner mechanized system, and for copying to the Gulf Coast State College search committee.
- D. The Gulf Coast State College Human Resources department will provide a CSGC Job Center representative with a list of the job applicants who were chosen for interviews, and the person who was hired with their hire date and salary information.

Position	No.	Responsibilities/Program
<b>GCSC Staff</b>		
Coordinator/ Job Seeker Svcs Team Leader	1	Functional supervision of CSGC Center. Oversight and basic career services for front-line/resource room clients
Workforce Services Manager	1	Provide functional supervision to the jobseeker services team; perform monitoring and quality assurance activities
Case Manager-RESEA	1	Assists unemployment claimants with return to work
Career Manager – MFES	1	Case management for military dependents
Intake Orientation Assistant	3	(2 staff) Front-line/resource room services, client orientation, unemployment filing assistance and (1 staff certification & eligibility determination)
Administrative Assistant	1	Switchboard and administrative duties
Special Projects Specialist	1	Certifications and Monitoring for Special Projects/Programs, Quarterly WIOA follow-ups for Job Center, Monthly Job Center reports
<b>DEO Staff</b>		
Employment Security Rep. II/LVER	2	Veteran services; employer outreach; monitors federal job listings; “hiring” advocate for vets
Employment Security Rep. II/DVOP	1	Case management services to veterans with significant barriers to employment; outreach
Employment Security Rep. II	4	(3 staff) Employer services, marketing, recruitment, outreach; WIOA & (1 staff) Job orders (JO)/JO follow-up and performance
Customer Service Specialist	1	Wagner-Peyser employment, re-employment and customer service

To support CSGC Job Center staff, the college will provide support and expertise with interpretative and translation services, as well as make the use of assistive technology and equipment available for use by clients at the One Stop, as needed.

**1. Required training and certifications**

GCSC understands that the CSGC Job Center staff will complete the DEO's Florida Workforce Professional Tier 1 Certification. All front-line staff will complete ongoing training in customer service, communication

skills, basic computer software (i.e., Word, Excel), programmatic training (i.e. WIOA, etc.) and the DEO's Learning Management System training programs, as directed.

**2. Maintenance of 15 hours of continuing education credit requirement**

Front-line staff will attain at least 15 hours of continuing education annually after certification date. All training will be documented in staff personnel files. Staff will be encouraged and, in some instances, required to attend training as requested by the Vice-President of Strategic Initiatives and Economic Development, the CareerSource Gulf Coast Board staff, or coordinator. Staff will be required to attend staff meetings, which will be a forum for evaluating strategies, providing training, disseminating information, and encouraging continuous improvement of staff. CSGC Job Center staff will be responsive to training recommended or mandated by CSGC Board Staff related to quality service delivery and performance improvement.

**3. Key staff resumes.**

Resumes for key staff members will be available upon request of the CareerSource Board.

**4. Hours of operation and holiday schedule.**

The CSGC Job Center will provide service in all areas Monday through Friday from 8:00 a.m. to 4:30 p.m. The CSGC Job Center will be closed on the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Holidays (Thursday & Friday), and Christmas Eve to January 2nd. Hours are subject to change upon notification and approval from the CSGC Board.

GCSC has read and understands that the holiday schedule and days of operation may change during inclement weather which may not coincide with the college's own weather policies or decisions. GCSC will provide services, as needed after hours or alternate workdays, when required.

**5. Conducting business**

Gulf Coast State College will operate the CSGC Job Center on a day-to-day basis in accordance with Procedural Instructions and policies promulgated by the CSGC Board.

**6. Operation of special projects**

The CSGC Job Center may be designated to operate special projects; funds permitting, staff will provide technical assistance and support of these projects, as requested and appropriate.

**7. Reimbursement for personnel costs**

The CSGC Job Center will request reimbursement for personnel costs only for time actually worked, approved accrued leave payouts, and reasonable vacation, sick leave, and holidays in accordance with Gulf Coast State College personnel policies and earned during the term of the agreement; no other paid leaves of absence nor will they be a part of the negotiated grant agreement.

**8. Security of sensitive information**

Staff will be informed that misuse of sensitive information can result in termination and potential legal action. They will have security forms on file with the Regional Security Officer (RSO) to access state and local databases. System access will be terminated when staff leaves CSGC. Managers will be responsible for activation and deactivation of requests for system access. All staff will be required to pass a Level 2 background check. GCSC will abide by these directives.

**9. Security Awareness Training**

The Service Provider will comply with the board's comprehensive security awareness training program. This program is compliant with the Department of Economic Opportunity protocol 5.05.02.04, which promotes and reinforces the importance of preserving the confidentiality, integrity, and limited access of data and IT resources entrusted to them. Staff must receive and complete their initial security awareness training

provided by the board within three (3) days of their start date of employment and prior to gaining any system access. Staff will continue to receive refresher training on an annual basis throughout their employment.

**10. Personnel files**

GCSC will supervise its staff, provide functional supervision of DEO staff, and maintain accurate, up-to-date personnel files. Job performance and goals will be discussed at informal, day-to-day basis, as needed. Mid-year and annual performance reviews will be conducted to address any performance issues, provide coaching, and determine additional training needs, if required. All personnel information, such as continuing education, mid-year evaluations, annual progress reports, and disciplinary actions will be included in the personnel files, kept in a secure location by management.

## **COORDINATION AND NON-DUPLICATION**

The college will maintain communication with and provide information to all partners detailing the services and resources available and will make training and use of the center's facility available upon request. Under the direction of the CSGC Board, the CSGC Job Center staff will participate in group workshops and webinars to maximize resources within the region. The continued involvement, close working relationships, and strong communication will avoid duplication of services offered by other organizations.

All workforce providers will confirm that participants are not already being served by another provider and will enter participant data into appropriate databases promptly. To avoid duplication of services, the CSGC will promptly record all supportive services and case notes into the Employ Florida (EF) system and collaborate with other community partner agencies, as appropriate.

The CSGC Job Center understands and will coordinate all marketing, media relations and advertising, through the CSGC Board. All printed materials, advertising and marketing materials relating to the CSGC Job Center will be approved by the Board.

In keeping with CareerSource Gulf Coast's effort to maintain a strong recognizable presence and to reduce duplication of effort, CSGC-JC staff will comply with the CareerSource Gulf Coast requirement to submit all media, marketing, advertising, and public relations materials pertinent to this grant agreement to the CareerSource Gulf Coast Executive Director or Director of Communications for approval. Under no circumstances should CSGC-JC staff meet with media without prior approval of CareerSource Gulf Coast.

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.

## AUTOMATION AND TECHNOLOGY

Gulf Coast State College attests that:

1. Staff will have reliable access to the internet for the purposes of email and data entry.
2. Staff will possess the basic skills needed to perform their duties, which may include proficiency in Microsoft Office Word, Excel and the ability to download forms, scanning and emailing documents as required.
3. Staff will check email regularly throughout the day and add auto notices to their email account when out of the office.
4. Data entry by staff will be periodically checked by a supervisor for accuracy. The Board's Regional Security Officer (RSO) will be notified of any recurring problems so that appropriate corrective actions may be conducted through the Board to state IT staff.
5. On a time schedule determined by the Board, the Service Provider shall submit accurate, complete and timely participant and financial records, program reports and/or documentation, as specified by the Board.

The CSGC Job Center has secured access to the Internet for staff and customers. The center maintains a resource and assessment room equipped with 24 computer workstations with internet access, resume writing software, assessment software, videos, facsimile, printing, copier, and telephone services. Assistive technology is available for individuals with special needs including a 20 inch color automatic focus television for the visually impaired, a teletypewriter (TTY) machine with text display for the hearing impaired, and a workstation with wheelchair accessibility. The training room is equipped with 24 computer workstations, an instructor's workstation, an automated projection screen, and a mounted overhead projector. The board room accommodates 32 people and is equipped with interactive video conferencing equipment and access to the Internet.

All Job Center staff have the necessary resources to provide services and to communicate with all partnering agencies via email and the internet. Each office is equipped with a personal computer with Microsoft Windows applications, email, and internet service. Staff also has access to a facsimile machine, copier and network printers. The college's Coordinator, in conjunction with the Board's RSO, is responsible for establishing and maintaining email accounts and internet services. The Coordinator ensures that each staff member has been trained and has demonstrated the necessary skills to access state databases, Internet, email, and software programs.

An intake orientation assistant is responsible for timely data entry. Job Center staff track client progress using both hard-copy case files and the interactive state labor exchange database (EF).

All staff requiring access to information systems for which CareerSource Gulf Coast provides security will have signed security forms on file with the CSGC Regional Security Officer (RSO). The CSGC-JC Coordinator is responsible for ensuring that the RSO is notified when staff leaves CSGC-JC employment for deactivation of system access.

## **AVOIDING CONFLICT OF INTEREST**

Gulf Coast State College agrees that it will exercise care to avoid any real or perceived conflict of interest in referring clients to training services. Gulf Coast State College understands that customer choice must be respected and that clients may select from institutions on the Eligible Training Provider List without any undue influence by Gulf Coast State College as the CareerSource Gulf Coast Job Center Operator.

The college prides itself in delivering quality services to all clients and strongly encourages a cooperative effort among the training providers. To avoid real or perceived conflicts of interest, the selection of a service provider is based solely upon the client's choice.

The CareerSource Gulf Coast Job Center delivers customer-focused services to job seekers and employers. The number one priority is meeting each client's needs with the end result of securing substantial employment. CSGC Job Center staff will participate in appropriate training and are not permitted to encourage or direct clients into specific programs or to specific providers. Instead, CSGC Job Center staff will also provide information and encourage clients to explore all program opportunities and providers. All approved service and training providers and their representatives are treated in a fair and equitable manner. The Coordinator closely monitors the level of coordination of services among providers.

The CSGC Job Center's service delivery model ensures quality service for employers and job seekers by providing recruiting services, applicant pre-screening, applicant testing, public service announcements, resume assistance, job search assistance, basic career, individualized, and follow-up services. The scope of services of the CSGC Job Center does not encompass funding for client participation in vocational training programs; however, the center fully supports and encourages referrals to approved training providers. The CSGC Job Center determines WIOA eligibility after referral to appropriate training providers for assessment and acceptance. In doing so, the CSGC completes a WIOA application with supporting documentation to determine client eligibility.

## **QUALITY CONTROL**

### **1. Program and financial monitoring**

The college uses effective quality control measures to detect and reduce fraud and errors in data collection, eligibility determinations, and service delivery. CSGC Job Center staff requires a client's original state and federally approved documents to determine eligibility and verifies case files and data entry.

The Job Center ensures that it protects and maintains the confidentiality of information by keeping hard-copy files in locked filing cabinets and maintaining the security of passwords for electronic databases. The security officer monitors access to programs and information. The public does not have direct, unaccompanied access to office areas; and staff receives consistent, frequent training regarding the importance of maintaining confidentiality. Internal quarterly monitoring is also conducted to ensure compliance with all policies, procedures and processes, whether state or CSGC Board directed.

GCSC manages and provides accounting support for numerous Federal, State and locally funded programs in accordance with GAAP, federal regulations, Florida statues, Florida's accounting manual for Florida's Community Colleges. Projects are monitored by GCSC financial personnel to secure administrative and programmatic goals and objectives are performed as stated in each project. As part of federal and state requirements, the college performs annual audits to secure accountability.

## 2. Performance evaluation

All DEO and Wagner-Peyser performance measures will be monitored on a monthly basis by the Coordinator. All local CSGC Board performance measures as stated in the Service Provider contract will be monitored monthly by the One-Stop Operator Coordinator and reviewed by the local CSGC Board.

## 3. Tracking effectiveness

The CSGC Coordinator will track performance outcome data, monthly reports, and information relating to the overall operation of the center. The Coordinator will provide copies of reports at monthly meetings or at in-house workshops, and staff will discuss the information contained in the reports and brainstorm strategies to improve performance.

### FILE MAINTENANCE/DOCUMENTATION / DATA ENTRY

#### 1. Case Files

##### A. *Maintenance*

CSGC Job Center staff will create an electronic file for each client determined to be eligible for WIOA. Appropriate documents will be scanned and filed electronically using CSGC's paperless system. (WIOA Adult case files are paperless, hardcopy is not required). All status changes, case notes, and services will be recorded/maintained until follow ups are completed and files are kept for five years. When eligibility is determined, all data, Wagner-Peyser work registrations, case notes, and services will be entered into EF and maintained until program completion.

##### B. *Monitoring compliance*

All customer case files, both hard copy and electronic, will be kept up to date and will be cross checked at the time of eligibility and maintained on a regular basis. No more than three percent of files will have out-of-date or incorrect information when monitored by the CSGC Board or its designee.

##### C. *Counseling notes*

CSGC Job Center staff will maintain contact with WIOA clients monthly (at a minimum) and will enter notes within 48 hours of a participant contact.

##### D. *Files are the property of the CareerSource Gulf Coast (CSGC) Board*

The CSGC Job Center acknowledges that all files are the property of the CareerSource Gulf Coast Board and will be turned over to CSGC upon request.

#### 2. Documentation

Case files will include information and documentation of each of the following, as appropriate, to program requirements; a) All eligibility and data validation items; b) The initial and comprehensive assessments; c) The Individual Service Strategy (ISS) and its updates; d) Progress reports (if applicable); e) Time and attendance (if applicable); f) Training completion certification (if applicable), g) Counseling notes; h) Job placement information; i) Job retention verification; and j) Supportive Services/expenditures on behalf of a client.

#### 3. Data Entry

GCSC will apply for access to relevant management information systems through the CSGC RSO and will notify the RSO when staff no longer requires access. CSGC Job Center staff will enter all WIOA applications within five days of the application date, and files will be transferred to the training provider within 48 hours of the application date and program exits will be entered within two days of the client's exit date.



**BONDING STATEMENT**

**To Whom It May Concern:**

**Crime - Employee Theft, Money and Securities:**

Service Provider agrees to bond every officer, director, or employee authorized to receive or deposit workforce program funds or issue financial documents, checks, or other instruments or payment of program costs. The Bond shall be effective prior to any Grant Agreement payment and for at least twelve (12) months after this Grant Agreement terminates with amounts up to sovereign immunity limits for State purposes.

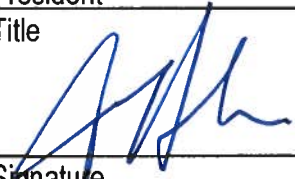
Gulf Coast State College by signing below certifies that they will keep in force, through the entirety of this Grant Agreement, a crime/theft insurance policy, with coverage of a maximum limit of \$1,000,000 per occurrence. Gulf Coast State College is self-insured through the Florida College System Risk Management Consortium and will provide coverage under United Educators policy number J06-93Q effective March 1, 2022 to March 1, 2023.

A copy of the policy declaration page must be provided to CareerSource Gulf Coast within ten (10) days of Grant Agreement execution.

Gulf Coast State College  
Service Provider

Dr. John Holdnak  
Name (Printed or Typed)

President  
Title

  
Signature

7/1/22  
Date

**CERTIFICATION OF INSURANCE**

Gulf Coast State College is self-insured insured through the Florida College System Risk Management Consortium and shall provide general liability insurance in an amount **not less than \$100,000 per person and \$200,000 per occurrence under United Educators policy number J06-93Q effective March 1, 2022 to March 1, 2023.**

A copy of the policy declaration page must be provided to CareerSource Gulf Coast within ten (10) days of GRANT AGREEMENT execution.

  
\_\_\_\_\_  
Signature

7/1/22  
Date

Dr. John Holdnak  
\_\_\_\_\_  
Name (Printed)

President  
\_\_\_\_\_  
Title

**NON-DISCRIMINATION and EQUAL OPPORTUNITY CERTIFICATION**

The Service Provider agrees to comply fully with non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014, including Public Law 97-300; Title VI and VII of the Civil Rights Act of 1964, as amended; Age Discrimination Act of 1975, as amended; Section 504 of Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; the Nontraditional Employment for Women Act of 1991; Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended; the American with Disabilities Act of 1990, and the Florida's Human Rights Act of 1977. The Service Provider further agrees that it will in no way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the basis of race, color, religion, sex (including pregnancy), sexual orientation, gender identity, gender expression, sex stereotyping, national origin, age, disability, marital status (except as otherwise permitted under Title IX of the Education Amendments of 1972), political affiliation or belief, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, from any program or activity funded in whole or in part with funds made available through CareerSource Gulf Coast. It is also agreed that participation in programs and activities shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees and parolees, and other individuals authorized by the Attorney General to work in the United States. It is further agreed that the grievance and complaint procedures submitted by the grant recipient and approved by the Office of Civil Rights will be adhered to.

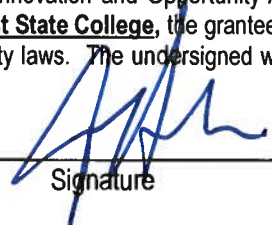
Programs funded through CareerSource Gulf Coast are equal opportunity programs and the Service Provider shall assure that all programs and activities conducted under this Agreement are accessible to individuals with disabilities. Where the physical facilities are not accessible, an alternate plan for accessing the program or activity must be developed and retained on file, and a copy provided to the CareerSource Gulf Coast Equal Opportunity Officer. Provisions must also be made for the limited English speaking and vision and sensory impaired. These provisions include: having a plan to provide interpreters and sign language assistance when necessary, and assuring that adequate staff or other sources are available to adequately communicate with non-English speaking applicants and/or participants.

CareerSource Gulf Coast has established and maintains procedures to informally resolve grievances or complaints from, and provide counseling to participants in programs operated under this Agreement. A representative of the Service Provider will be required to inform program participants of such procedures and their right to file with the appropriate local, State, or National entity a complaint if the matter is not resolved through information procedures. The Service Provider agrees to require that each participant read, and understand their rights and responsibilities as enumerated in the NOTICE OF NONDISCRIMINATION AND COMPLAINT & GRIEVANCE PROCEDURES FORM.

Sub-recipients shall not discharge or in any manner discriminate against any individual in connection with the administration of the program, or against any individual because such individual has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act, or has testified or is about to testify in any such proceeding or investigation under or related to the Act, or otherwise unlawfully deny to any individual any benefit to which that participant is entitled under the provisions of the Act or privileges secured by 29 CFR Part 34.

Pursuant to Section 188 of the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128, I, Dr. John Holdnak, the undersigned, in representation of Gulf Coast State College, the grantee, attest and certify that the grantee will adhere to any and all nondiscrimination laws and equal opportunity laws. The undersigned will adhere to any and all federal, state and local Board non-discrimination rules and regulations.

Dr. John Holdnak, President  
Name / Title

  
Signature

7/11/22  
Date

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. John Holdnak, who is known as the person described as President of Gulf Coast State College and who executed the foregoing instrument before me, and acknowledged before me he executed it in the name of and for Gulf Coast State College, and that he had statutory authority or has been legally and duly delegated the authority to bind this contractor.

WITNESS my hand and official seal in the County and State named above this 1<sup>st</sup> day of July 2022.



MELISSA L. BOIS  
Commission # HH 143087  
Expires October 16, 2025  
Bonded Thru Budget Notary Services

Melissa L. Bois  
Notary Public  
My Commission Expires: 10/16/2025

Participant Name: \_\_\_\_\_

**NOTICE OF NONDISCRIMINATION AND COMPLAINT & GRIEVANCE PROCEDURES****NOTICE OF NONDISCRIMINATION:**

CareerSource Gulf Coast does not discriminate on the basis of race, color, religion, sex (including pregnancy), sexual orientation, gender identity, gender expression, sex stereotyping, national origin, age, disability, marital status, political affiliation or belief, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, participation in any WIOA Title I financially assisted program or activity, participation in any CareerSource Gulf Coast funded services, or any other characteristic protected by Federal, State or local law.

Programs funded through CareerSource Gulf Coast are equal opportunity programs with auxiliary aids and services available upon request to individuals with disabilities. Persons using TTY/TDD equipment use Florida Relay Service 711. Individuals with disabilities may make requests for reasonable accommodations to the CareerSource Gulf Coast Equal Opportunity Officer by calling (850) 913-3285, emailing [accommodations@careersourcecgc.com](mailto:accommodations@careersourcecgc.com) or writing to CareerSource Gulf Coast, Equal Opportunity Officer, 5230 W US Hwy 98, Panama City, FL 32401.

**INTIMIDATION AND RETALIATION PROHIBITED:**

CareerSource Gulf Coast shall not discharge, intimidate, retaliate, threaten, coerce or discriminate against any person because such person has filed a complaint or grievance. The same prohibition applies to people who have furnished information, assisted or participated in any manner in an investigation, review, hearing or any other activity related to administration of, or exercise of authority under, or privilege secured by 29 CFR Part 34.

**COMPLAINT PROCEDURES:**

If you as a Workforce program participant feel that you have been subjected to discrimination based on race, color, religion, sex (including pregnancy), sexual orientation, gender identity, gender expression, sex stereotyping, national origin, age, disability, marital status, political affiliation or belief, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, participation in any WIA Title I financially assisted program or activity, or any other characteristic protected by Federal, State or local law, you may file a complaint of discrimination with either the Local Equal Opportunity Officer, Shannon Walding, 5230 W. Highway 98, Panama City, FL, 32401, the Department of Economic Opportunity, Office of Civil Rights (OCR), Caldwell Building, 107 East Madison Street, MSC 150, Tallahassee, FL 32399-4129 or directly with the U.S. Department of Labor, Civil Rights Center (CRC), 200 Constitution Avenue, Northwest, Room N-4123, Washington, DC 20210. Your complaint must be filed within 180 days of the alleged discriminatory act.

If you elect to file your complaint with the OCR, you must wait until the OCR issues a decision or until 90 calendar days have passed, whichever is sooner, before filing with the CRC. If the OCR's resolution of your complaint is unsatisfactory, you may file the complaint with the CRC. The complaint must be filed within 30 calendar days of the date the notice of the OCR proposed resolution was received.

**GRIEVANCE PROCEDURES (PARTICIPANTS):**

If you as a Workforce participant have a problem which arose in connection with Workforce programs operated by the Region in Bay, Gulf or Franklin counties, under these Acts, you should discuss the matter with the appropriate representative. If the problem cannot be resolved at that level, you may request a review with the Supervisor. If you do not receive a response within ten working days or wish to further pursue the issue, please contact your Service Provider's individual responsible for Workforce Programs with your grievance. If you do receive an adverse response and wish to pursue the grievance further, OR ten working days have elapsed and no response received, please submit a formal letter of grievance to the Deputy Director or Executive Director of CareerSource Gulf Coast, 5230 West Hwy. 98, Panama City, FL 32401. If you do not receive a decision at the Region level within 60 calendar days of filing the grievance, or if there is an adverse decision, you may request a review within 10 days of the receipt of the adverse decision or, within 15 days from the date you should have received a timely decision. The request for review should be filed with the Department of Economic Opportunity. The Department of Economic Opportunity shall issue a decision within 30 calendar days of receipt of the request. The Department of Economic Opportunity's decision constitutes final agency action. If the Department of Economic Opportunity fails to provide a decision within the 30-day time limit, you may request a determination by the Secretary of the United States Department of Labor on whether reasonable cause exists to believe that the Act or its regulations have been violated. A grievance must be filed within ONE year of the alleged violation.

As a Workforce program participant, I certify that I have read the above statement and understand my rights and responsibilities as enumerated in this statement and a copy was provided for my reference.

\_\_\_\_\_  
Participant's signature\_\_\_\_\_  
Date

As a representative of CareerSource Gulf Coast, I verify that the above-signed participant read the above statement of the Workforce programs' grievance/complaint procedures and indicated an understanding of the procedures.

\_\_\_\_\_  
Program Representative\_\_\_\_\_  
Date

Revised 3-27-2020

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. When applicable, as required by the regulation implementing EO No. 12549 and 12689, Debarment and Suspension, 2 CFR, part 180, the Contractor must not be presently nor previously within a three-year period preceding the effective date of the Contract, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement.

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

**Dr. John Holdnak, President**

Name/Title

*[Handwritten Signature]*

Signature

*7/1/22*

Date

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. John Holdnak**, who is personally known, is the person described as **President** of **Gulf Coast State College**, and who executed the foregoing instrument before me, and acknowledged before me he executed it in the name of and for **Gulf Coast State College**, and that he had statutory authority or has been legally and duly delegated the authority to bind this contractor.

WITNESS my hand and official seal in the County and State named above this 1<sup>st</sup> day of July 2022.

*Melissa L. Bois*

Notary Public

My Commission Expires: 10/16/2025



MELISSA L. BOIS  
Commission # HH 143087  
Expires October 16, 2025  
Bonded Thru Budget Notary Services

## LOBBYING CERTIFICATION

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying" **available at:** <https://forms.sc.egov.usda.gov/efcommon/eFileServices/eForms/SFLLL.PDF> in accordance with its instructions.


The undersigned shall require that the language of this certification can be included in the award documents for all sub awards at all tiers (including sub grants, sub grants and loans, and cooperative agreements) and that all "sub recipients" shall certify and disclose accordingly. Additionally, the undersigned will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328).

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

**Dr. John Holdnak, President**

Name/Title

Signature



Date


7/1/22

## COPYRIGHTS STATEMENT

Contracting agency shall have unlimited rights in: Data first produced in the performance of this Grant Agreement form, fit and function data delivered under this contract; data delivered under this Grant Agreement (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation or routine maintenance and repair of items, components or processes delivered or furnished for use under this Grant Agreement; and all other data delivered under this Grant Agreement.

I will not release to others, reproduce, distribute or publish any data first produced or specifically used by the Contractor in the performance of this Grant Agreement without written permission from the Board.

Dr. John Holdnak, President  
Name/Title

Signature 

Date 7/1/22

### ASSURANCE OF PELL GRANT COORDINATION

**Gulf Coast State College** assures that all participants enrolled in training/retraining activities at approved institutions will apply for student financial assistance, whether it be federal, state or local, and will make maximum efforts to assist each participant in qualifying for available assistance. The provider further assures that documentation of such application shall be maintained in each participant file.

Dr. John Holdnak, President  
Name/Title

Signature 

Date 7/1/22

### SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. This sworn statement is submitted to: CareerSource Gulf Coast by Dr. John Holdnak, President of Gulf Coast State College whose business address is: 5230 West Highway 98, Panama City, FL 32401 and its Federal Employer Identification Number (FEIN) is 59-1208155
2. My relationship to Contractor is: President  
(sole proprietor, partner, president, vice-president)
3. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statutes, includes a violation of any state and federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or by contract for goods and services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand the "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), of the Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a pleas of guilty or nolo contendere.
5. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, to mean:  
  - (1) A predecessor or successor of a person or a corporation convicted of a public entity crime; or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, (3) those officers, directors,

executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

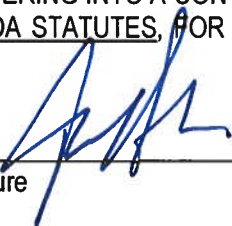
6. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_ Neither the contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the contractor nor any affiliate of the contractor has been convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OR THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Dr. John Holdnak, President  
Name/Title

  
Signature

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. John Holdnak, who is personally known, is the person described as President of Gulf Coast State College, and who executed the foregoing instrument before me, and acknowledged before me he executed it in the name of and for Gulf Coast State College, and that he had statutory authority or has been legally and duly delegated the authority to bind this contractor.

WITNESS my hand and official seal in the County and State named above this 1<sup>st</sup> day of July 2022.

Melissa L. Bois  
Notary Public  
My Commission Expires: 10/16/2025





## DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION

I, **Dr. John Holdnak**, an authorized representative of the Service Provider do hereby make the following certification with respect to the execution of responsibilities assigned to CareerSource Gulf Coast (CSGC) by WIOA and the Drug-Free Workplace Act of 1988 and its' implementing regulations codified at 29 CFR 98, Subpart F. The contractor attests and certifies that a drug-free workplace will be provided by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The contractor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Grant Agreement be given a copy of the statement required by paragraph (1) of this certification;
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the Grant Agreement, the employee will:
  - a. Abide by the terms of the statement, and;
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying CSGC in writing ten (10) calendar days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4. b., with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
  - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

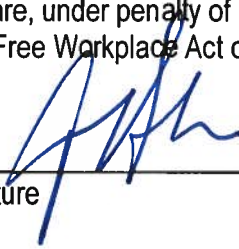
Notwithstanding, it is not required to provide the workplace address under the Grant Agreement. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding

that if any of the identified places change during the performance of the Grant Agreement, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific Grant Agreement including street address, city, county, state and zip code:

625 Highway 231, Panama City, FL 32405  
(Bay County)  
3800 Garrison Avenue, Port St., Joe, FL 32456 (Gulf County)

Check ( ) if there are workplaces on file that are not identified here.  
Check ( ) if an additional page was required for the listing of the workplaces.

I declare, under penalty of perjury under the laws of the United States, and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

  
\_\_\_\_\_  
Signature

Dr. John Holdnak, President  
Name/Title

I, **Dr. John Holdnak**, certify that I am the **President of Gulf Coast State College** and sign this Drug-Free Workplace Certification on behalf of the authority given by the following organization and that such signing is within the scope of my powers.

Gulf Coast State College  
(Organization Name)

Executed on date: 7/1/2022

## **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO-SMOKE**

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children services are provided. Grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or granted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or granted for) used for the routine or regular provision of Federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

## **SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.**

If grant is in the amount of \$1 million or more, in accordance with the requirements of Section 287.135, Florida Statute Grantor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

Grantee understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Grantee to civil penalties, attorney's fees, and/or costs.

If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Grant Agreement.

## **CERTIFICATION REGARDING STAFF BACKGROUND CHECKS**

All employees of One-Stop (Job) Centers and LWDA grantees with access to and the ability to change or destroy confidential data stored in workforce information systems are required to undergo a Level Two background check as a condition of employment or grant award. The Level Two background check will include but is not limited to: employment history checks, statewide criminal correspondence checks through the Florida Department of Law Enforcement, and a check of the Dru Sjodin National Sex Offender Public Website, as well as local criminal records checks through local law enforcement agencies. This requirement may change based upon state or federal law/guidance or DEO sub grant agreement.

Disqualifying offenses are listed in FS 435.04 and 435.07. Additionally, persons undergoing this background check may not have an arrest awaiting final disposition, must not have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, and must not be adjudicated delinquent and the record has not been sealed or expunged under any offense prohibited under FS 435.04, 741.28 (related to domestic violence) or for fraud, forgery, embezzlement or identity theft. Screening results indicating convictions of disqualifying offenses will result in non-approval of that individual to be paid from CSGC administered funds.

Background checks are to be repeated every five years of consecutive employment and upon re-employment or employment in a new or different position of special trust. Grantees shall be re-screened upon assignment to a

new grant agreement or after a new grant award. CSGC will pay this expense and schedule the screens accordingly.

Signature [Handwritten Signature]

Date 7/1/2022

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: John Holdrak, to me known as the person described as President, Gulf Coast State College who executed the foregoing instrument before me, and he/she acknowledged before me that he/she executed it in the name of and for that Service Provider, and that he/she had statutory authority or has been legally and duly delegated the authority to bind this Service Provider.

WITNESS my hand and official seal in the County and State named above this 1<sup>st</sup> day of July 2022.

Melissa L. Bois  
Notary Public  
My Commission Expires: 10/16/2025



MELISSA L. BOIS  
Commission # HH 143087  
Expires October 16, 2025  
Bonded Thru Budget Notary Services

## **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 8<sup>th</sup> 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

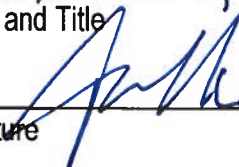
(c) (3) (B), students will present information regarding HEA, Title IV awards and other types of financial aid they receive to their case manager. In the event the student does not supply this information, the Service Provider is responsible for obtaining that information and providing it to appropriate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

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.

Dr. John Holduck, President  
Name and Title

7/1/22  
Date

  
Signature