

**AGENDA REQUEST FORM**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Meeting Date <div style="border: 1px solid black; padding: 2px; text-align: center;">6/19/07</div>	<table style="width: 100%; border: none;"><tr><td style="width: 50%; border: 1px solid black; padding: 2px; text-align: center;">Open Agenda ___ Yes    <u>X</u> No</td><td style="width: 50%; border: 1px solid black; padding: 2px; text-align: center;">Time Certain Request ___ Yes    <u>X</u> No</td></tr></table>	Open Agenda ___ Yes <u>X</u> No	Time Certain Request ___ Yes <u>X</u> No	Agenda Item Number <div style="border: 1px solid black; padding: 2px; text-align: center;">F-7</div>
Open Agenda ___ Yes <u>X</u> No	Time Certain Request ___ Yes <u>X</u> No			

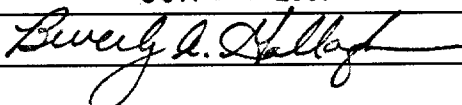
TITLE: Agreement No. 2007-2008-CR-2332-RATE Between The School Board of Broward County, Florida and WorkForce One					
REQUESTED ACTION: Approve the proposed Agreement No. 2007-2008-CR-2332 RATE for implementation of the Responsibility, Awareness, Training, Employment, and Empowerment (RATE) In School and Out-of- School Youth Program.					
SUMMARY EXPLANATION AND BACKGROUND: <p>The Year Round in School and Out of School Responsibility, Awareness, Training, Employment, and Empowerment (RATE) Youth Program includes occupational training, academic instruction integrated with job-specific training, related support services, job placement assistance, and intensive case management. In school youth will be enrolled as seniors at alternative centers and out-of-school youth will be enrolled at a technical center in a workforce education program that meets his or her occupational goals, skills and abilities. Program participants must have or be working to obtain a high school diploma or GED. All students will be provided the occupational and soft (leadership, communication, problem solving, teamwork, critical thinking, organizational, interpersonal and social) skills needed to successfully secure a high wage/high skill job. The program will serve 177 youth, 18-21 years of age.</p> <p>The various proposals submitted to WorkForce One serve economically disadvantaged students, but the student selection criteria differ from program to program. This program serves participants who are high school seniors and out-of-school youth.</p> <p>The School District has operated a similar program since the 2000-2001 school year. WorkForce One evaluates the program. All performance measures continuously meet or exceed the evaluation benchmarks. The performance measures include: the enrollment of the required number of students who meet the Workforce Investment Act (WIA) eligibility criteria, student attainment of WIA Youth Goals, students completing a minimum of five months of occupational and skills training, students receiving a certificate of completion in the occupational training program, students increasing basic skills levels by a minimum of one grade, students placed into a training related job and the number of students who remain employed for a minimum of six months.</p> <p>This agreement has been reviewed and approved as to form by the School Board Attorney.</p>					
SCHOOL BOARD GOALS: <u>X</u> •Goal One: All students will achieve at their highest potential. ___ •Goal Two: All schools will have equitable resources. ___ •Goal Three: All operations of the school system will demonstrate best practices while supporting student achievement. ___ •Goal Four: All stakeholders will work together to build a better school system.					
FINANCIAL IMPACT: The financial impact is \$473,163. The source of funds is WorkForce One. There is no additional financial impact to the District.					
EXHIBITS: (List) Proposed Agreement					
BOARD ACTION: <div style="text-align: center; font-size: 1.2em; font-weight: bold; margin: 10px 0;">APPROVED</div> <small>(For Official School Board Records' Office Only)</small>	SOURCE OF ADDITIONAL INFORMATION: <table style="width: 100%; border: none;"><tr><td style="width: 50%;">John Miracola</td><td style="width: 50%;">754-321-2647</td></tr><tr><td style="border-top: 1px solid black;">Name</td><td style="border-top: 1px solid black;">Phone</td></tr></table>	John Miracola	754-321-2647	Name	Phone
John Miracola	754-321-2647				
Name	Phone				

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**Dr. Earlean C. Smiley, Deputy Superintendent**  
**Curriculum & Instruction/Student Support**

Approved in Open Board Meeting  
on:

By:

JUN 19 2007



School Board Chair

AGREEMENT NO. 2007-2008-CR-2332 (RATE)

BETWEEN

WORKFORCE ONE

AND

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

THIS IS A SUBRECIPIENT AGREEMENT

AGREEMENT NO.2007-2008-CR-2332-RATE)

THIS AGREEMENT, entered into this 19<sup>th</sup> day of June, 2007, by and between WorkForce One the administrative and fiscal entity for the WorkForce One Council of Elected Officials a consortium of the Cities of Fort Lauderdale and Hollywood and Broward County, existing under and by virtue of the laws of the state of Florida as an Inter-local Governmental Agency, and the Broward Workforce Development Board, Inc. a not for profit corporation each with their principle office at 3800 Inverrary Boulevard, Lauderhill, FL 33319, AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA a body politic, hereinafter known as Contractor, existing under and by virtue of the laws of the State of Florida as a non-profit entity, having its principal office at having its principal office at 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 to begin on July 1, 2007 and to terminate by June 30, 2008.

WITNESSETH THAT:

WHEREAS, WorkForce One has entered into an agreement with the Governor of the State of Florida for a grant for the implementation of workforce development programs, and

WHEREAS, the elected officials comprising WorkForce One and the officials of the State of Florida are desirous of providing workforce development services which will lead to maximum employment opportunities and enhance self-sufficiency; AND

WHEREAS, WorkForce One desires to engage the Contractor to serve WorkForce One as a sub-recipient by carrying out the below described activities;

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

## ARTICLE 1

### AGREEMENT PURPOSE

#### 1.1 Purpose

It is the purpose of this Agreement to state the covenants and conditions under which the Contractor will implement and provide workforce development services, as shall be described herein, to be funded under the guidelines of the Workforce Investment Act of 1998 and the regulations promulgated there under and under the contracting powers of WorkForce One.

## ARTICLE 2

In addition to the definitions set forth in the Workforce Investment Act of 1998 and the Regulations promulgated pursuant thereto the following definitions will be applicable to the program operated by the Contractor and to the terms and conditions of this Agreement and any Amendments hereto.

#### 2.1 Academic Credit

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

#### 2.2 Act

The Workforce Investment Act of 1998.

#### 2.3 Adult

An individual aged 18 or older.

#### 2.4 Administrative Costs

All indirect and direct costs associated with the management of the program funded by this Agreement. They are costs, which do not directly and immediately benefit participants but are necessary for effective delivery of direct participant benefits. These costs are generally identified with supervision, management, fiscal and record keeping systems and are defined in accordance with 20 CFR 667.210.

## 2.5 Allowable Costs

Those costs which are necessary, reasonable and allowable under applicable Federal, state and local law, including the WIA regulations, for the proper administration and performance of the services to be provided under this agreement.

## 2.6 Amendment

A modification to this Agreement duly executed by the parties.

## 2.7 Apprenticeship Program

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

## 2.8 Assessment

The process whereby applicants are interviewed to determine applicant's employability, motivation, aptitude, abilities and interests in order to develop an individual service strategy for the attainment of the participant's career goals. Testing and counseling are a part of the assessment process. Additional assessment directly related to Contractor's program as described herein may also be provided to participants.

## 2.9 AWI

The Agency For Workforce Innovation

## 2.10 Audit

A systematic review by a CPA or other duly certified and licensed Individual or organization to determine and report whether Contractor's financial operations are being properly conducted, financial reports are being presented fairly and applicable laws and regulations are being complied with. All contractors including commercial organizations pursuant to 20 CFR 200(b)(2)(ii) must submit an audit of the program funded under this agreement as is further delineated herein. For purposes of this Agreement an Audit shall mean an OMB Circular A-133 Audit.

## 2.11 Barriers to Employment

Characteristics which hinder an individual's ability to participate in the labor market.

For youth those barriers may include:

- (a) Individuals who are school dropouts.
- (b) Individuals who are basic skills deficient as defined below
- (c) Individuals with educational attainment that is one or more grade levels below the grade level appropriate to the age of the individuals.
- (d) Individuals who are pregnant or parenting.
- (e) Individuals with disabilities, including learning disabilities.
- (f) Individuals who are homeless or runaway youth.
- (g) Individuals who are offenders.
- (h) Other eligible youth who face serious barriers to employment as identified by the BWDB

## 2.12 Basic Skills Deficient

An individual whose English reading, writing, or computing skills are at or below the 8,9 grade level on a generally accepted standardized test or a comparable score on a criterion-referenced test.

## 2.13 WorkForce One

WorkForce One now doing business as WorkForce One.

## 2.14 BWDB

The Broward Workforce Development Board

## 2.15 Case Management

Refers to the provision of a client-centered approach in the delivery of services, designed to prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce investment activities and supportive services, and to provide job and career counseling during program participation and after job placement.

## 2.16 Certificate

A certificate awarded in recognition of an individual's attainment of technical or occupational skills by (1) A state educational agency or a state agency responsible for administering vocational and technical education within a state. (2) An institution of higher education described in Section 102 of the Higher Education Act (20 USC 1002) that is qualified to participate in the student financial assistance programs authorized by Title IV of that Act. This includes community colleges, proprietary schools, and all other institutions of higher education that are eligible to participate in federal student financial aid programs. (3) A professional, industry, or employer organization (e.g., National Institute for Automotive Service Excellence certification, National Institute for Metalworking Skills, Inc., Machining Level I credential) or a product manufacturer or developer (e.g., Microsoft Certified Database Administrator, Certified Novell Engineer, Sun Certified Java Programmer) using a valid and reliable assessment of an individual's knowledge, skills, and abilities. (4) A registered apprenticeship program (5) A public regulatory agency, upon an individual's fulfillment of educational, work experience, or skill requirements that are legally necessary for an individual to use an occupational or professional title or to practice an occupation or profession (e.g., FAA aviation mechanic certification, state certified asbestos inspector). (6) A program that has been approved by the Department of Veterans Affairs to offer education benefits to veterans and other eligible persons and (8) Institutions of higher education which is formally controlled, or has been formally sanctioned, or chartered, by the governing body of an Indian tribe or tribes. Certificates awarded by workforce investment boards or their providers are not included in this definition. Work readiness certificates for employability skills training, success seminars or similar training are also not included in this definition.

## 2.17 Classroom Training

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

2.18 CFR

The Code of Federal Regulations. The WIA regulations can be found at 20 CFR part 652 et al.

2.19 Commercial Organization

A Private for profit entity.

2.20 Contractor

The School Board of Broward County, Florida a Body Politic.

2.21 Cost Allocation Plan

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

2.22 Cost Reimbursement Contract

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

2.23 Credential

A nationally recognized degree or certificate or state/locally recognized credential. Credentials include, but are not limited to, a high school diploma, GED, or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or industry-recognized certificates. States should include all state education agency recognized credentials. In addition, states should work with local workforce investment boards to encourage certificates to recognize successful completion of the training services listed above that are designed to equip individuals to enter or re-enter employment, retain employment, or advance into better employment. Only applicable to the WIA statutory measures.



## 2.24 Demand Occupation

This is an occupational area, which has been designated and published by the State as in high demand in the Broward County labor market area.

## 2.25 Dislocated Worker

This is an individual who:

(A)(i) has been terminated or laid off, or who has received a notice of termination or layoff, from employment

(ii)(I) is eligible for or has exhausted entitlement to unemployment compensation; or

(II) has been employed for a duration sufficient to demonstrate, to the appropriate entity at a one-stop center referred to in section 134(c), attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a State unemployment compensation law; and

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

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

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

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

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

(D) is a displaced homemaker as defined in the WIA.

2.26 DOL

The United States Department of Labor.

2.27 D.O.T. Codes

The nine digit Dictionary of Occupational Titles code for a job or occupational title. It is available at the WorkForce One offices or the public library.

2.28 Economically Disadvantaged

One of the criteria defined in the WIA for prioritizing adults for intensive services and training and the requirements applicable in determining that a youth is eligible to participate in WIA.

2.29 Eligible or Eligibility

Refers to an individual's status in relation to their ability to participate in a WIA funded program.

2.30 Externship

The placement of participants in a training related position by the Contractor at a location or facility operated by an organization other than the Contractor's organization. The Contractor shall remain responsible for supervision, work assignments and maintenance of attendance records for participants.

2.31 Governor

The Chief Executive Officer of the State of Florida.

2.32 Individual Service Strategy (ISS)

An individual plan for a participant which includes an employment goal, achievement objectives, and the appropriate combination of services determined during the individual's objective assessment. The ISS includes the training and employability development plans for a participant.

2.33 Individual Training Account

ITA. An amount set aside to pay for an individual to be able to attend skills training classes.

#### 2.34 Industry Based Training

Also referred to as customized training. Training that is designed to meet the special requirements of an employer or a group of employers that is conducted with a commitment by the employer to employ an individual on successful completion of the training; and for which the employer pays for not less than 50 percent of the cost of the training.

#### 2.35 In School Youth

An individual who is in secondary school and is between the ages of 14 - 21.

#### 2.36 Occupational Training

Training defined by using the first three digits of the Dictionary of Occupational Titles (DOT) code for the occupation for which participant is being trained or a five-digit code as defined by the OES.

#### 2.37 Offender

An adult or juvenile who is or has been subject to any stage of the criminal justice process, for whom services under this Act may be beneficial; or who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

#### 2.38 OJT

On the Job Training. All OJT is subject to the WorkForce One policies governing OJT.

#### 2.39 On Site Training

Training at a Contractor work site in which the participant receives structured supervision in the learning of new skills and job related information.

#### 2.40 Out of School Youth

An individual eligible for WIA services, 14 or older who has not yet reached their 22nd birthday and who is a high school drop out or has a high school credential but is basic skills deficient, unemployed or underemployed in accordance with the WIA definition for under employed. Youth enrolled in alternative education programs at the time of registration are considered in school youth.

#### 2.41 Participant

An individual who has been determined eligible for receipt of WIA services and is registered in the program.

#### 2.42 PELL Grant

Federal education grants targeted to assist low-income individuals. Agencies which are PELL eligible must coordinate PELL assistance with WIA funds awarded. PELL funds must be used before applying for WIA assisted training.

#### 2.43 Post Secondary Institution

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

#### 2.44 Pre Test and Post Test

Written evaluative instruments which measure a participant's skill level at entry into and at completion of training.

#### 2.45 Profit

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

#### 2.46 Program

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

#### 2.47 Program Costs

Personnel and non-personnel costs related to the provision of services to participants under a WIA funded contract. Costs include the salaries, fringe benefits, equipment, supplies, space staff training, transportation and other related costs of personnel providing training, component supervisors, coordinators, clerical staff working on direct training activities or functions, instructional materials and equipment used by or for participants, classroom training space, utility costs, insurance commercially available training packages, tuition and OJT reimbursements.

#### 2.48 Program Year

The program year is July 1, to June 30.

#### 2.49 Program Income

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

#### 2.50 Register

The process for collecting information to determine an individual's eligibility for services under WIA Title I.

#### 2.51 School Drop Out

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

#### 2.52 Service Provider

Also referred to as the provider or contractor.

#### 2.53 Slot

A training or employment position which one or several participants may occupy at different times within the same contract period.

#### 2.54 Stand In Costs

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

#### 2.55 Support

Personnel and non personnel costs for services such as transportation, child care, dependent care, housing, and needs-related payments related to the provision of support services to participants necessary for the participant to take part in a WIA funded activity.

#### 2.56 Title

Refers to various sections of the WIA. Title I refers to adult, dislocated worker and youth programs.

#### 2.57 Training Related Occupation

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

#### 2.58 Tuition

Charges for education provided by an institution of higher education as defined by the Higher Education Act of 1965 section 1201(a), or a proprietary institution of higher education, as defined by the Higher Education Act of 1965 section 481(b), that are not more than the charges for such training made available to the general public.

#### 2.59 WIA

The Workforce Investment Act of 1998, also referred to as the Act. Whenever the terms Workforce Investment Act, WIA, or Act appear in the text of this agreement they refer to the Workforce Investment Act of 1998 and the regulations promulgated thereunder.

#### 2.60 Work Activity Plan

A plan which details when specific elements of performance will be achieved by the contractor and/or attained by a participant during training.

The work activity plan is an integral part of the contract budget and non-compliance with negotiated time frames and performance levels may result in deobligation of contracted funds.

2.61 Work Experience

A short term or part time work assignment at a for-profit or a private not for profit or governmental entity in order to provide a participant with good work habits and basic work requirement skills. The Participant's ISS should identify the length of time which should be justified by the hours needed to provide the training. The work experience must be contextual to the training.

2.62 Youth

Youth is an individual who is at least 14 and not yet 22 years old and who meets the WIA eligibility requirements.

END OF ARTICLE 2

## ARTICLE 3

### FISCAL MANAGEMENT

#### 3.1 General Terms

##### 3.1.1 Funding Independent from Consortium Members

It is agreed that all funds contracted for herein are funds granted to WorkForce One from the State of Florida under the Workforce Investment Act of 1998 and are not from funding sources of any member of the WorkForce One Consortium of Elected Officials.

##### 3.1.2 Compliance with WIA

The Contractor agrees to implement this Agreement in accordance with the Workforce Investment Act of 1998, and applicable federal, state and local laws regulations, policies and procedures. Contractor understands that nothing in this agreement will relieve Contractor from adherence to applicable federal, state and local laws and regulations. Any conflict or inconsistency between the above and this Agreement will be resolved in favor of those laws, regulations policies and procedures.

Contractor understands that nothing in this agreement will relieve Contractor from adherence to applicable federal, state and local laws and regulations. Allowability and allocation of costs to the cost categories shall be governed by WIA, the Federal Office of Management and Budget Circulars, federal regulations governing WIA, the State Agency for Workforce Innovations, WorkForce One policies, and the budget attached to this Amendment as Exhibit C. Any conflict or inconsistency between the above and this Agreement will be resolved in favor of those laws, regulations policies and procedures, however, this section shall be construed to allow for WorkForce One to impose restrictions more limiting than those required by said laws, regulations, policies and regulations.

#### 3.2 Compensation

##### 3.2.1 Total Compensation

The total funds allocated for the program to be operated under this Agreement for the period of July 1, 2007 – June 30, 2008 shall be Four Hundred Seventy Three Thousand One Hundred and Sixty



Three Dollars (\$473,163.00) Funds shall be spent in accordance with the attached budget.

### 3.2.2 Payments Limited to the Program and Cost Reimbursement Budget.

Funds will be made available to the Contractor by WorkForce One on a reimbursable basis for allowable costs as defined by federal, state and local laws and guidelines and in accordance with the line item budget limitations within each cost category of the budget attached hereto as **Exhibit C**. Funds awarded under this agreement or an Amendment to this agreement shall also be limited to:

- (a) The operation of the program described and in accordance with the terms and conditions set forth herein; and
- (b) The period for performance as stipulated in the introductory clause of this agreement or as it may be amended.
- (c) The terms and conditions of this AGREEMENT, including the supporting detail and positions approved in the budget attached to this agreement as Exhibit C. The detail for line items not described in Exhibit C will not be subject to reimbursement, this includes but is not limited to the specific costs related to supplies, materials, printing, equipment, increases or changes to staffing, wages and/or fringe benefits, bonuses, incentive payments, mileage in excess of the WorkForce One mileage reimbursement policy.

## 3.3 Fiscal Controls

### 3.3.1 Maintenance of Fiscal Records In Accordance with GAAP

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

### 3.3.2 Segregation of Contract Funds

Contractor shall keep program funds segregated from other funds belonging to Contractor's organization by maintaining separate bank accounts and / or separate ledgers.

### 3.3.3 Prohibition against Advances

In no case shall Contractor be paid in advance of work performed or services rendered.

### 3.3.4 Contractor Responsible for Actions of Employees and Representatives

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

### 3.3.5 Access to Records Prior to Funding

Upon demand and/or within thirty (30) days prior to funding any program or service, Contractor shall allow WorkForce One to evaluate Contractor's fiscal and personnel systems in order to be assured of Contractor's capability to manage the program or project funded by this Agreement or any Amendment hereto.

## 3.4 Deobligation and Failure to Perform

### 3.4.1 Deobligation for Non-Performance

WorkForce One reserves the right to adjust the outflow of funds more or less than originally anticipated up to the total amount of funds allocated to Contractor. WorkForce One may deobligate or redistribute the funds under this Agreement or any Amendment hereto, to alternate Contractors to the extent that either the Contract is fully or partially terminated, the Contractor is not able to perform effectively, or Contractor's total program costs will not be expended in accordance with the amount of funds awarded under this agreement. Deobligation for failure to meet contract schedules for the delivery of services shall be governed by Contractor's adherence to the Work Activity schedule attached to this contract as **Exhibit A**.

### 3.4.2 Funds Limited to the Contract Program

Funds accrued or allocated to the Contractor under this Agreement or any Amendment to this Agreement cannot be used by the Contractor to support other programs operated by the Contractor under a different agreement or Amendment. Nor can the funds be carried over to a new contract or amendment without the express written permission of WorkForce One.

### 3.4.3 Agreement Contingent Upon WorkForce One's Receipt of Funds

Contractor agrees and understands that funds allocated to the Contractor under this agreement or any Amendment or Modification hereto are contingent upon WorkForce One's receipt of WIA funds. WorkForce One, therefore, reserves unto itself the right to unilaterally deobligate, modify or amend Contractor's budget in proportion to WorkForce One's funding level and at the sole discretion of WorkForce One or if necessary, to suspend or terminate this Agreement or any Amendment hereto instantaneously and as may be necessitated by WorkForce One's funding levels. Any deobligation, modification or amendment of the funds allocated in the Contractor's Agreement, or any Amendment hereto, shall be effective upon notification to the Contractor by WorkForce One. In such instances, costs will be reimbursed up to the date of cancellation only; thereafter neither WorkForce One nor Contractor shall have any obligation whatsoever to complete or otherwise continue the Program

## 3.5 Method of Payment

### 3.5.1 Invoicing

In order to receive payment Contractor shall submit an invoice to WorkForce by the twentieth day following the end of each month for which reimbursement is requested. Invoices are generally paid within 30 days of receipt. The invoice shall be for allowable costs as described in Contractor's budget and as governed by the WIA. The invoice must be accompanied by all documentation necessary to substantiate the expenses for which Contractor is seeking reimbursement, including but not limited to employee time sheets, copies of payroll records, participant attendance records and time sheets, participant payroll records, if applicable, participant case notes, participant progress reports and competency tests,

purchasing records, copies of leases and utility bills and any other documentation necessary to support a financial transaction for which contractor is seeking reimbursement. Invoices containing costs not supported by the proper documentation or items not detailed in Contractor's line item budget shall be paid minus the expenditures lacking the documentation or not included with the submission of the invoice. Invoices submitted more than sixty days following the termination of this contract shall be honored at WorkForce One's discretion and based upon the availability of funds for the program year for which Contractor is seeking reimbursement.

#### 3.5.2 Invoice Errors

If Contractor submits invoices containing mathematical errors, or which seek reimbursement for items not covered by the budget, or which are late, or which do not have the appropriate supporting documentation a written warning shall be sent to Contractor. If after training and a warning an invoice is submitted to WorkForce One for payment and the invoice contains mathematical errors, or seeks reimbursement for items not covered by the budget, or is late, or does not have the appropriate supporting documentation Contractor will be fined two hundred and fifty dollars (\$250.00) which shall be deducted from the amount due Contractor under that invoice when the invoice is paid. If a third invoice is submitted within the program year covered by this agreement to WorkForce One for payment and the invoice contains mathematical errors, or seeks reimbursement for items not covered by the budget, or is late, or does not have the appropriate supporting documentation Contractor will be fined five hundred dollars (\$500.00) which shall be deducted from the amount due Contractor under that invoice when the invoice is paid. Subsequent invoices containing the errors described herein or which are late and which are submitted for payment during the program year covered by this Amendment shall result in a deduction from the amount due contractor of one thousand dollars (\$1,000.00) for each invoice.

#### 3.5.4 Changes to the Budget

Any change to the budget requires the submission in writing by the Contractor and approval by WorkForce One of a Contract Amendment Request except as provided in Article 6 Special Obligations.

### 3.5.3 Reimbursement of Purchases

In the case of a request for reimbursement of expended costs incurred in the acquisition or leasing of capital and expendable equipment as approved by WorkForce One, Contractor shall be required to comply with Article 3, Section 3.7, Property Management, of this Agreement. All capital expenditures must be approved by WorkForce One in advance and shall be subject to the governing OMB Circular. Funds under this agreement may not be used for the purchase in whole or in part of real property.

### 3.5.5 Credits

In the event Contractor requests a reimbursement for a security deposit on leased equipment or space or other good or service, which payment will be reimbursed to Contractor at a later date or makes a payment in advance for a good or service for which a credit is later due Contractor, or receives a credit or discount for an over payment or an aggregated volume purchase or any other discount or reduction in cost, Contractor shall report such credit, discount or return of overpayment to WorkForce One and shall be responsible for returning the funds to WorkForce One. WorkForce One reserves the right to deduct such credits, discounts or return payments due or paid to Contractor, from any outstanding invoice under this agreement or any agreement in force between WorkForce One and the Contractor at the time of identification of the credit, returned payment, discount or other financial benefit made available to Contractor as a result of funds made available to Contractor under this agreement. WorkForce One's right to such credits, discounts or return payments are in addition to any other rights or remedies accruing to WorkForce One under this Agreement and shall survive the termination of this Agreement.

### 3.5.6 Changes to the Budget

Any change to the budget requires the submission in writing by the Contractor and approval by WorkForce One of a Contract Amendment Request.

### 3.5.7 Release of Claims Upon Final Payment

The Contractor, upon final payment of amounts due under this contract, less any credits, refunds, or rebates due to WorkForce

One, hereby releases and discharges WorkForce One from any financial claims arising from this contract.

### 3.6 Payment Adjustments/Suspensions

#### 3.6.1 Reimbursement of Non Budgeted and Unallowable Costs

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

#### 3.6.2 Amount Withheld for Performance

Withholds for performance shall be based on actual contract expenditures and shall be withheld in accordance with the amounts, terms and conditions as described in Article 7, The Work Statement of this agreement.

### 3.7 Property Management

#### 3.7.1 Property Use Limited to the Program

Property leased or purchased with WIA funds, including personal or real property, shall only be used in implementing the WorkForce One programs funded by this Agreement or any Amendment hereto. Title to the property shall vest with the State of Florida and/or WorkForce One and the property shall be returned to WorkForce One upon termination of this Agreement.

#### 3.7.2 Contractor Procurement Requirements

Contractor agrees to adhere to the following procurement procedures when obtaining any and all goods and services, contractual services, including but not limited to, office supplies, training supplies, equipment, rental agreements, Insurance, construction, maintenance, professional and consultant services, and needed to carry out the terms of this Agreement.

- a. Procurements with an aggregate cost of twenty five hundred dollars or less, (\$2,500.00) may be considered a small business purchase and shall not require any formal procurement. If

Contractor does request quotes Contractor shall keep a record of the entities contacted for the purpose of securing any quotes and shall record the quotes received. Contractor shall submit such documentation when seeking reimbursement for this expenditure and shall maintain a record of the procurement and the receipt and payment of the goods or services.

- b. For procurements with an aggregate cost of twenty-five hundred dollars (\$2,501.00) up to five thousand (\$5,000), Contractor shall secure two (2) written or telephone quotes, and shall purchase the item(s) based upon the lowest responsive bid received. Contractor shall submit a copy of the written quotes or their notes of the telephone quotes as documentation when seeking reimbursement for this expenditure and shall maintain a record of the procurement and the receipt and payment of the goods or services.
- c. For procurements with an aggregate cost of five thousand dollars (\$5,001.00) up to fifteen thousand (\$15,000), Contractor shall secure two (2) written quotes, and shall purchase the item(s) based upon the lowest responsive bid received. Contractor shall submit a copy of the written quotes as documentation when seeking reimbursement for this expenditure and shall maintain a record of the procurement and the receipt and payment of the goods or services
- d. For procurements with an aggregate cost of fifteen thousand dollars (\$15,001.00) up to twenty-five thousand (\$25,000), Contractor shall secure three (3) written quotes and shall purchase the item(s) based upon the lowest responsive bid received. Contractor shall submit a copy of the written quotes as documentation when seeking reimbursement for this expenditure and shall maintain a record of the procurement and the receipt and payment of the goods or services.
- e. For procurements with an aggregate cost of twenty-five thousand and one dollars (\$25,001.00), or more Contractor shall publicly advertise and competitively procure such items, and shall purchase the item(s) based upon the lowest responsive bid received. Contractor shall submit a copy of the advertised notice seeking bids and a copy of all bids received when seeking reimbursement for this expenditure and shall maintain a record of the procurement and the receipt and payment of the goods or services.

- f. Contractor shall secure WorkForce One's written approval for the purchase of items not included in Contractor's budget.
- g. Contractor shall avoid all conflicts of interest either real or perceived in the procurement of goods and services with contract funds and in the execution of their obligations under this agreement.

#### 3.7.3 Title to Property Purchased With Contract Funds

Any non expendable items including computer software purchased by the Contractor with funds provided for by this Agreement or any Amendment hereto, shall become the property of the state of Florida or WorkForce One as appropriate.

#### 3.7.4 Contractor Use of Alternative Procurement System

If Contractor has developed a purchasing system, which it wishes to utilize in place of the system outlined in Article 3 Section 3.7.2, Contractor shall submit a copy of its Purchasing Procedures to the WorkForce One President / CEO and shall request a formal waiver of the purchasing system described herein. The request will be reviewed and a formal reply by the President/CEO approving or disapproving the procedures will be issued within thirty (30) days following receipt of the request. Approval will be granted so long as Contractor's purchasing requirements meet the minimum standards established by the State of Florida for programs operated under the WIA.

#### 3.7.5 Contractor's Failure to Produce Records

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

#### 3.7.6 Inventory Tags

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



### 3.7.7 Insurance Coverage for Property

Contractor shall provide insurance coverage for all property purchased with WorkForce One funds in the event of loss or damage and shall list WorkForce One as the named insured with regard to such property.

- a. Any loss, theft, or damage to WorkForce One/State property along with the property's inventory tag number shall be reported to WorkForce One and the local police department as soon as possible following discovery of the loss, theft, or damage, but in any case not later than thirty (30) days following the actual loss, theft, or damage.
- b. Any recovery made by Contractor following a report to Contractor's insurer of the loss, theft, or damage shall be reported to WorkForce One. WorkForce One will then inform Contractor as to whether or not it may use the funds to replace the property or whether the monies should be returned directly to WorkForce One.

### 3.7.8 Requirement to Provide a Physical Inventory

Thirty (30) days prior to the end of this Agreement, Contractor shall present WorkForce One with a physical inventory of all property purchased with WorkForce One funds during this Agreement period. The physical inventory shall contain a reference to the Contract under which funds were allocated for the purchase along with the WorkForce One inventory tag number.

### 3.7.9 Requirement to Return Property

Within thirty (30) days of the termination of this Agreement or any Amendment hereto under which the property was purchased, Contractor agrees to return to WorkForce One all property purchased with funds under this Agreement or any Amendment hereto except where Contractor and WorkForce One agree that Contractor may continue to utilize such property for another WIA or Workforce Investment Act of 1998 funded activity. Any such agreement must be in writing and signed by WorkForce One's President / CEO.

- a. Contractor shall inform WorkForce One in writing by entering a "Track-It" within twenty four (24) hours of the termination or resignation of any personnel whose salary is in whole or in part paid for under this agreement so that their access to the WorkForce One intranet can be terminated,
- b. Contractor shall ensure that any equipment issued which was purchased with funds provided by WorkForce One or any equipment placed on Contractor's site by WorkForce One is collected from a terminated employee prior to their departure.

### 3.8 Contract Closeout

3.8.1 The Contractor shall comply with all provisions of WorkForce One's Contract Closeout Procedures.

3.8.2 Closeout of the program funded under this Agreement upon termination of this Agreement shall be performed in accordance with the terms and conditions of WIA and State regulations and procedures. Except as expressly waived by WorkForce One, closeout shall be completed prior to final payment for services performed pursuant to this Agreement. Contractor shall provide WorkForce One such information and materials within such time periods as WorkForce One may require, necessary to complete closeout in accordance with applicable Federal and State regulations and procedures.

### 3.9 Duplicate Funding

#### 3.9.1 Prohibition Against Double Payments

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

#### 3.9.2 Multiple Funding Sources

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

END OF ARTICLE 3

## ARTICLE 4

### GENERAL CONDITIONS

#### 4.1 Request for Proposal Process

##### 4.1.1 Adherence to the Terms and Conditions of the RFP

Contractor understands and agrees to adhere to the standards and requirements established under WorkForce One's formal Request for Proposal Process and the Request for Proposal document, which is attached hereto as **Exhibit B** and incorporated by reference. To the extent that any terms or conditions conflict with the terms and conditions as stated in this agreement the language of the agreement shall control.

##### 4.1.2 Contractor Obligation to Provide Program Proposed

Contractor agrees to provide WorkForce One and participants referred to Contractor with the program and services described in Contractor's response to the WorkForce One Request for Proposals incorporated by reference and attached hereto as **Exhibit B** as negotiated. If there is a conflict between the program and services proposed and the program to be delivered as described in this agreement the language of this agreement shall control.

#### 4.2 Political Activity

##### 4.2.1 Application of the Hatch Act

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

##### 4.2.2 Partisan and Non Partisan Activities

No participant or employee whose salary is funded in whole or in part by this agreement may engage in partisan or nonpartisan political activities during the hours for which the participant or employee is paid with WIA funds.

#### 4.2.3 Prohibition Against Association of the Contract Program with Political Activities

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

#### 4.2.4 Placement of Participant or Employees in Offices of Elected Officials

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

#### 4.2.5 Out Stationing to Offices of Elected Officials

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

### 4.3 Religious Activity

#### 4.3.1 Prohibition Against Religious Activity

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

#### 4.3.2 Prohibition of Use of Funds for Religious Activities

Contractor shall not use any funds appropriated under this Agreement or Amendments hereto in support of any religious activity or in support of any anti-religious activity. Participants shall not be employed on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place of religious worship.

#### 4.4 Non-Discrimination

##### 4.4.1 Prohibition Against Discrimination

Contractor understands and agrees that no person shall be excluded from participation in or be denied employment in the administration of or in connection with any WIA funded program because of race, color, religion, sex, national origin, age, disability, citizenship, political affiliation or belief.

##### 4.4.2 Equal Opportunities for Participants

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

##### 4.4.3 Compliance with Discrimination Laws

Contractor shall comply with the prohibitions against discrimination in, the Age Discrimination Act of 1975, section 504 of the Rehabilitation Act, in title IX of the Education Amendments of 1972, and under title VI of the Civil Rights Act of 1964 with respect to the performance of their obligations under this agreement, and shall comply with the physical and programmatic accessibility and reasonable accommodations requirements of section 504 of the Vocational Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990.

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

##### 4.4.5 Contractor shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or

physical or mental disability. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

4.4.6 Contractor shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

4.4.7 Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16) in performing the Scope of Services or any part of the Scope of Services of this Agreement.

#### 4.4.8 Complaint Procedures

Contractor agrees to be governed by the complaint and compliance requirements as set forth in 29 CFR parts 31, 32 and 34 with respect to discrimination and equal opportunity requirements.

#### 4.4.9 State Requirements

- a. Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- f. 29CFR part 37 and all other regulations implementing the laws listed above.

#### 4.5 Grievance Procedures

##### 4.5.1 WorkForce One Grievance Procedures

Contractor agrees to comply with the WorkForce One grievance procedures with respect to a non criminal grievance or complaint arising in connection with WIA programs operated by WorkForce One other than discrimination or equal opportunities which shall be governed in accordance with the requirements set forth in Article 4 section 4.4, herein.

##### 4.5.2 Applicability of Grievance Procedures to Audits

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

##### 4.5.3 Grievance Hearings Not Final WorkForce One Action

In the event that a hearing held in accordance with the WorkForce One grievance and complaint procedures results in a finding in Contractor's favor with respect to a questioned cost or a cost recommended for disallowance and the State or the DOL does not agree with the determination made at the local level, Contractor shall be liable to WorkForce One for repayment of the cost which has been questioned or disallowed.

#### 4.5.4 Participant Access to Grievance Procedures

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

#### 4.6 Program Names, Signage, Publicity and Publication

- a. Contractor may not undertake any publicity or publish for public consumption any results or information about its program or the participants without prior review by WorkForce One. All radio and television announcements/advertisements and general newspaper articles and advertisements will be coordinated through WorkForce One's Executive Department, and shall clearly indicate that the program is funded by the State of Florida through WorkForce One with funds granted under the WIA. Programs funded by WorkForce One regardless of the name under which the program is operated must indicate that the program is funded by the BWDB through the WIA, this shall include all participant forms, announcements, manuals, handbooks and other informational materials.
- b. Any public outreach using marketing materials such as but not limited to brochures, flyers, articles, presentations, electronic communiqués, promoting a WorkForce One funded program must be coordinated with and approved by the WorkForce One Marketing Manager. All media outreach efforts regarding WorkForce One funded programs must be done in conjunction with the WorkForce One Marketing Manager.

#### 4.7 Subcontractors

##### 4.7.1 Prohibition Against Assignment and Subcontracting

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



#### 4.7.2 Subcontracts Must Be in Writing

Services approved for subcontracting shall be specified by a written agreement and shall be subject to each provision of this Agreement.

#### 4.7.3 Subcontracts Subject to Applicable Laws

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

#### 4.7.4 Notice of Actions Involving Subcontractors

The Contractor shall give WorkForce One immediate notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any subcontractor or vendor which in the opinion of the Contractor may result in litigation, related in any way to this Agreement or any Amendment thereto.

### 4.8 Notice

#### 4.8.1 Notice to WorkForce One

All notices required to be given to WorkForce One under this agreement shall be sufficient when hand delivered or mailed to WorkForce One at its office at 388 Inverrary Boulevard, Lauderhill, Florida 33319, Suite 400, addressed to the WorkForce One President / CEO.

#### 4.8.2 Notice to Contractors

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

### 4.9 Assurances and Certifications

Contractor understands that WorkForce One is bound and must comply with the Assurances and Certifications appended hereto as **Exhibit E**. Further, Contractor agrees to comply with the Assurances and Certifications as applicable to any WIA program that the Contractor operates with WorkForce One funds.

### 4.10 Integration

#### 4.10.1 Exhibits

The parties hereto agree and understand that the words and figures contained in the following lists of documents, which are on file with WorkForce One and Contractor or available through the public domain are incorporated by reference, and are as fully a part of this Agreement as if such documents were set forth verbatim and at length herein.

- a. The Exhibit(s) enumerated in the text of the agreement.
- b. The updated Request for Proposal reflecting the actual program to be operated by the Contractor.
- c. The budget
- d. HIPPA Business Associate Agreement
- e. The WIA and the Regulations promulgated thereunder.
- f. The Assurances and Certifications.
- g. Any and all subsequent documents, including but not limited to, amendments, and letter amendments (Form 100 Amendments) which have been approved in accordance with WorkForce One policy governing amendments to this agreement.
- h. Child Labor Laws, as applicable
- i. Immigration and Naturalization Service Employment regulations.

#### 4.10.2 Availability of Documents

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

#### 4.11 Vested Powers

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

## 4.12 Termination

### 4.12.1 This Agreement may be terminated as follows:

- a. WorkForce One or Contractor may request a termination for convenience upon thirty (30) days prior written notice to the other party or such shorter period as may be mutually agreed to by the Contractor and WorkForce One. Contractor will be entitled to receive compensation for services performed in accordance with conditions set forth herein through the date of termination. However, WorkForce One shall not be liable for any expenses incurred by the Contractor after the effective date of termination of the Agreement or any Amendment hereto.
- b. WorkForce One may immediately terminate this Agreement if for any reason either the U.S. DOL or the State of Florida fails to provide funds in the Grant, through which this Agreement is funded.
- c. WorkForce One may terminate this agreement at any time that the WorkForce One authorized representative, which shall be the President / CEO, determines that:
  - i. Contractor has failed to provide any of the services Contractor has contracted to provide; or
  - ii. Contractor has failed to comply with any of the provisions contained in this agreement or any Amendment hereto; or
  - iii. Contractor fails to perform in whole or in part under this Agreement or fails to make sufficient progress so as to endanger performance of Contractor's obligations to provide the contracted for programs or services; or
  - iv. Contractor has failed to comply with the Act and/or WIA Regulations regarding this Agreement or any amendment hereto; or,
  - v. Contractor has failed to take corrective action as described in Article section 4.12.2, or
  - vi. Contractor has taken an action, which in the opinion of the WorkForce One President / CEO, the WorkForce One monitors, the State, the BWDB, or the

WorkForce One Council, jeopardizes the program or the funds made available under this agreement.

#### 4.12.2 Suspension and Termination

If WorkForce One elects to terminate this Agreement under the provisions set forth in Article 4, Section 4.12.1, above, WorkForce One may immediately suspend the Agreement and refuse any payments due the contractor. The Contractor shall be notified in writing of WorkForce One's suspension and of WorkForce One's termination of the Agreement. If WorkForce One allows the Contractor a period of resolution to correct the problem, then Contractor shall have ten (10) working days in which to respond with a corrective plan. Failure to respond with a corrective plan acceptable to WorkForce One shall result in a termination notice to Contractor effective from the time of the original suspension.

#### 4.12.3 Suspension of Payments

WorkForce One may immediately suspend payment to Contractor at any time that the WorkForce One President / CEO has sufficient cause to seek termination of this Agreement as described in Section 4.12 Article 4. If WorkForce One grants the Contractor the opportunity to correct the problem, then suspension of payments shall remain in effect until WorkForce One determines the problem has been resolved and the program continues, or until WorkForce One terminates the program, at which time no payments would be made after the date of the original suspension.

#### 4.12.4 Payments Due Contractor

In the event of a termination not for convenience, the Contractor shall be paid for services rendered up to the date of termination however, from the amount due there shall be deducted:

- a. All advances or other payments on account made to the Contractor which are applicable to the terminated portion of this Agreement; and
- b. Any credits, discounts or overpayments as described in Article 3 above.
- c. Any claim which WorkForce One may have against the Contractor in connection with this contract or any other prior agreement; and

- d. The agreed-for-price for, or the proceeds of the sale of, any materials, supplies or other things acquired by the Contractor or sold pursuant to the provisions of this clause and not otherwise recovered by or credited to WorkForce One; and
- e. Any outstanding questioned or disallowed costs attributable to the Contractor arising out of an investigation, monitoring report or audit of this Agreement or any other Agreement Contractor had with WorkForce One.
- f. If a termination under this agreement is partial, prior to the settlement of the terminated portion of this Agreement, the Contractor may file with WorkForce One a request in writing for an equitable adjustment of the price or prices specified in the Agreement relating to the continued portion of the contract.

#### 4.12.5 Contractor Liability

In the event of a termination for cause, Contractor shall be liable to WorkForce One for damages sustained by WorkForce One by virtue of any breach of the Agreement by the Contractor including court costs and reasonable attorney's fees.

### 4.13 Maintenance of Effort

#### 4.13.1 Prohibition Against Displacement

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

#### 4.13.2 Contractor Assurance

To assure maintenance of effort the program funded by this agreement:

- a. Shall result in an increase in workforce opportunities over those, which would otherwise be available.
- b. Shall not result in the displacement of currently employed workers by either a participant or an individual employed to carry out the obligations under this agreement, including partial

displacement such as a reduction in the hours of non overtime work, wages or employment benefits.

- c. Shall not impair current contracts for services or collective bargaining agreements or result in the substitution of federal funds made available by this Agreement to subsidize work that would otherwise be performed by the Contractor.
- d. Shall not create a job in a promotional line for either a participant or an individual employed to carry out the obligations under this agreement, which will infringe in any way upon the promotional opportunities of a currently employed individual.
- e. When Contractor anticipates a situation, such as that described in Section 4.13, Article 4 above, Contractor shall immediately notify WorkForce One and await instruction prior to expending any funds as contracted for in connection with the operation of its program.

#### 4.13.3 Participant Placement

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

- a. When any other individual is on lay-off from the same or any substantially equivalent job; or
- b. When the employer/Contractor has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant or employee whose wages are subsidized by WIA or paid for with WIA funds.

#### 4.13.4 Relocation

Contractor shall not use any of the funds under this agreement to encourage, or induce the relocation of an establishment. Contractor shall not enter into any agreement or relationship with a relocated establishment for the conduct of customized or skill training, on the job training, or company specific assessments of job applicants for a period of 120 days after the establishment has opened its doors for business with the general public. Establishments include successors in interest. Violations of this section shall result in double damages to be repaid to WorkForce One.

## 4.14 Nepotism

### 4.14.1 Prohibition in Employment

Contractor may not hire a person in an administrative capacity, staff position, or on-the-job training position funded under the Act if a member of that person's immediate family is employed in an administrative capacity for WorkForce One or the Contractor. Contractor shall make full disclosure regarding any procurements which are not arms length including small business purchases, and may not enter into any agreements or make purchases without WorkForce One approval where a conflict of interest, or the appearance of a conflict of interest exists or the purchase is not arms length and involves a family member as described herein or a business partner or related company.

### 4.14.2 Applicability of Stricter Standards

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

### 4.14.3 Individual Recommendations

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

### 4.14.4 Definition of Immediate Family Member

Immediate family member for purposes of this section, shall mean a wife, husband, son, daughter, son in law, daughter in law, sister, brother, sister-in-law, brother in law, mother, father, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, grandparent, grandchild, half brother, half sister and first cousin.

## 4.15 Application of the Davis Bacon Act to Programs Operated Under this Agreement

### 4.15.1 Davis Bacon Wages

Contractor agrees to apply Davis Bacon wage rates to projects funded under this Agreement which involve construction, alteration

or repair including painting and decorating of buildings, projects, and works which are not ordinarily done by Contractor's regular work force.

#### 4.15.2 Request for Waiver

Prior to making any determination not to pay Davis Bacon wages for any construction type program funded by this Agreement, Contractor shall request a waiver from WorkForce One.

### 4.16 Prohibition Against Criminal Activities

#### 4.16.1 Fraudulent and Criminal Activities

Contractor shall not enroll ineligible individuals, embezzle, willfully misapply, steal or obtain by fraud any moneys, funds, assets or property which are the subject of this Agreement or Amendments hereto. If Contractor violates this provision, Contractor shall be subject to the sanctions of the Act and to the criminal provisions of Title 18 of the United States Code Section 665. The Contractor shall also be subject to the immediate suspension of payments by WorkForce One under this Agreement and Amendments hereto and immediate termination by WorkForce One of this Agreement and any Amendments hereto.

#### 4.16.2 Prohibition Against Solicitations and Gratuities

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

#### 4.16.3 Prohibition Against the Payment of Fees

Contractor agrees and understands that no funds provided for by this Agreement or Amendments hereto shall be used for the payment of a fee charged to an individual for the placement or referral of that individual to a training program funded under the WIA.

#### 4.16.4 Prohibition Against Lobbying



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

#### 4.17 Child Labor Laws

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

#### 4.18 Collective Bargaining Agreements

##### 4.18.1 Application of Collective Bargaining Agreements

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

##### 4.18.2 Activities Inconsistent with Collective Bargaining Agreements

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

#### 4.19 Unions

##### 4.19.1 Use of Funds

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

##### 4.19.2 Placement During a Work Stoppage

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

##### 4.19.3 Union Membership

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

#### 4.20 Working Conditions

##### 4.20.1 Appropriate Conditions

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

##### 4.20.2 Hazardous and Dangerous Conditions

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

##### 4.20.3 Benefits and Working Conditions

Participants shall be accorded the same benefits and working conditions accorded other employees working a similar length of time and doing similar types of work.

##### 4.20.4 Health and Safety Standards

Health and Safety Standards established by State and Federal laws applicable to working conditions of employees shall be equally applicable to participants.

##### 4.20.5 Contributions to Retirement Systems

No funds available under this Agreement may be used for contributions on behalf of any participant to a retirement system or plan.

#### 4.21 Program Income

##### 4.21.1 Program Income Must be Returned to WorkForce One

All income as defined in Article 2, Section 2.47, realized in operating a program provided for under this Agreement or any

Amendment hereto shall be reported to and returned to WorkForce One at the end of each quarter during which the income was realized and in any event shall be reported and returned to WorkForce One upon termination of this Agreement. Program income does not include income from royalties and license fees for copyrighted material, patent, patent applications, trademarks, and inventions.

#### 4.21.2 Audits Must Contain a Program Income Schedule

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

#### 4.21.3 Continuation of Program Income Revenues

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

#### 4.21.4 Contractor Use of Program Income

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

#### 4.22 Termination of Participants

Where placement is an objective under this agreement and If the Contractor cannot successfully place a participant in appropriate unsubsidized employment within 30 days following completion of the participant's training program, then the Contractor shall immediately notify WorkForce One in writing and refer the participant back to the one stop center for further assistance.

#### 4.23 Insurance and Bonding

The Contractor shall maintain during the term of this Agreement, the insurance and bonding specified below. This is in addition to the theft coverage required in Article 3.

#### 4.23.1 Third Party Liability

Third Party General Liability Insurance on a negligence basis, including injuries and accidental death to any person in an amount not less than \$300,000.00 and subject to the same limit for more than one person in amount not less than \$100,000.00 on account of one accident.

#### 4.23.2 Fidelity Bond

Contractor shall secure Fidelity Insurance to provide coverage, for the amount awarded under this contract or in the event that contractor has several contracts with WorkForce One, for the total amount of funding awarded to contractor under all the agreements for the same contract period, for those employees in positions allowing for access to or control of program funds provided for by this Agreement. The Contractor agrees to reimburse WorkForce One for any loss incurred by WorkForce One under this Agreement with the Contractor. Contractor shall be liable for any sums not covered and/or paid by their insurer.

#### 4.23.3 Property Damage

Contractor shall maintain property damage insurance in an amount not less than \$100,000.00 for damage on account of any one accident and in an amount not less than \$50,000.00 for damages on account of all accidents.

#### 4.23.4 Non-Owner Coverage

Contractor shall maintain non-owner vehicle insurance coverage and shall name WorkForce One as an additional insured.

#### 4.23.5 Certificates of Insurance

The Contractor shall make available to WorkForce One upon request, Certificates of Insurance and Bonding prior to commencing any operations under this Agreement with such certificates clearly indicating that the Contractor has obtained insurance and bonding in the amounts, type and classifications specified in this section and naming WorkForce One as an additional insured as required under section 4.23.6 below.

#### 4.23.6 Addition of WorkForce One as a Named Insured

All insurance coverage required by WorkForce One under this Agreement shall cite WorkForce One as an additional insured under the policy. In the event the policy is cancelled WorkForce One shall have the right to cancel the agreement.

#### 4.24 Independent Contractor

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

#### 4.25 Indemnification

Contractor is a state agency as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity is applicable. Nothing herein shall be construed as consent by Contractor as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, this Agreement or any part thereof.

The provisions of this section shall survive the expiration or earlier termination of this Agreement.

#### 4.26 Rights and Remedies Not Waived

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

#### 4.27 Conflict of Interest

Contractor asserts and assures that they did not solicit, pay, or offer some other form of consideration to any BWDB or WorkForce One Council

member, WorkForce One staff person, or other elected official or public officer in order to obtain this contract award.

Contractor asserts and assures that it is in compliance with the WIA conflict of interest restrictions.

Contractor agrees to abide by WorkForce One's Code of Conduct or with its own Organizational Code of Conduct so long as it meets the minimum standard set forth within WorkForce One's own Code of Conduct.

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

Contractor agrees that none of its officers or employees shall during the term of this agreement serve as an expert witness against WorkForce One, the WorkForce One Council, or the BWDB, in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of WorkForce One or the BWDB or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

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

#### 4.28 Applicability of Governing Laws

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

#### 4.29 Contracts in Excess of \$ 100,000.00

To the extent this contract is funded in excess of \$100,000 of funds made available from the federal government the provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), section 508 of the Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order

11738, and Environmental Protection Agency regulations (40CFR Part 15), and the Energy Policy and Conservation Act of 1988 as amended. (Pub. L. 94-163, 89 Stat. 871).[53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

#### 4.30 Performance

4.30.1 Contractor represents that all persons delivering the services required by this agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in Article 7, the Work Statement and to provide and perform such services to WorkForce One's satisfaction for the agreed compensation.

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

4.30.3 Contractor shall perform its duties, obligations, and services under this agreement in a skillful, respectable and cost conscious manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of WorkForce One shall be comparable to the best local, state and national services.

#### 4.31 HIPPA Compliance

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

END OF ARTICLE 4



## ARTICLE 5

### PROGRAM REQUIREMENTS

#### 5.1 Monitoring

##### 5.1.1 Contractor's Responsibility

The Contractor shall have the administrative responsibility for developing, overseeing, and monitoring the program they have agreed to deliver as described in this Agreement. This includes, but is not limited to, participant time and attendance; verification of documents and reports prepared and/or submitted to WorkForce One by Contractor, and participant progress reports.

5.1.2 Contractor's responsibility notwithstanding, WorkForce One, the State, DOL or any of their designated representatives shall have the right to monitor contractor's program, and staff, perform qualitative reviews and otherwise assess Contractor's program.

#### 5.2 Access to Records

##### 5.2.1 Availability of Records

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

5.2.2 Contractor shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Contractor pertaining to any program funded by this Agreement or Amendment hereto, available to WorkForce One, the Comptroller, General of the United States, the DOL and/or the Governor or their designated representatives at any time upon reasonable notice and for no cost for the purpose of auditing, monitoring review, investigation, survey or examination, even though, the Contractor may at the time of the request no longer be operating programs for WorkForce One.

### 5.2.3 Freedom of Information

Records maintained in support of the program funded by this agreement are not subject to the Freedom of Information Act (5 U.S.C. 552)

### 5.2.4 Record Availability to the Public

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

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

## 5.3 Record Retention

### 5.3.1 Five Year Retention Requirement

Contractor shall keep copies of all records, accounts, and documents pertaining to the operation of this Agreement or any Amendment hereto for not less than five (5) years following the expiration of this Agreement. However, if any audit, claim, litigation, negotiation or other action involving this Agreement or Amendment hereto has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

### 5.3.2 Title to Records Vests with WorkForce One

Contractor understands and agrees that the records it maintains for programs funded by this Agreement are WorkForce One's property and are maintained for WorkForce One's benefit. Therefore,

Contractor shall not dispose of any records without the prior written consent of WorkForce One and in the event of a termination of the contract shall either return all records to WorkForce One or shall maintain the records in accordance with the terms and conditions of this agreement.

#### 5.3.3 Property Records

Contractor shall maintain all records pertaining to any property purchased with WIA funds for five (5) years following final disposition of that property. For purposes of this section, final disposition shall include a return of the property to WorkForce One. Any property returned to WorkForce One must be accompanied by all original records or certified copies thereof pertaining to the property.

#### 5.3.4 Retention Period Commencement

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

#### 5.3.5 Dissolution of Contractor's Organization

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

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

### 5.3.6 Production of Reports and Records

Contractor understands and agrees that when requested, Contractor shall complete and furnish to WorkForce One all forms, reports, documents, and records, within ten (10) days of said request. Failure to comply with this provision will result in WorkForce One's withholding the Contractor's reimbursement until such time that the Contractor complies with WorkForce One's request.

## 5.4 PELL Grants and Other Financial Aid

### 5.4.1 Application for PELL

Contractor shall assist all WorkForce One participants in the application process for all PELL Grant approved courses, or for any other Federal, State, or local grant or entitlement funds.

### 5.4.2 Coordination of PELL, Other Awards and WIA

If Contractor is a Title IV eligible educational institution under the Higher Education Act, or is referring participants to training with such institutions, the institution's financial aid officer, or contractor, as appropriate, shall inform WorkForce One of the amounts and disposition of HEA Title IV awards and all other financial aid afforded to participants enrolled with the Title IV eligible educational institution within fifteen (15) days of the financial award. If tuition is included in the contract budget the budget shall be subject to amendment in order to deobligate or reprogram such awards not anticipated at the time of execution of the agreement in order to avoid duplicate payments.

### 5.4.3 Participant Agreement

Contractor shall also enter into a written agreement with the participant receiving financial aid, which shall be signed, by Contractor, the educational institution, and WorkForce One where the educational institution is not the Contractor under this Agreement or where there is no agreement between WorkForce One and the educational institution. The Agreement shall set forth the total sum allocated to pay for participant's training and detailing how the funds shall be split among tuition, support, fees and books.

## 5.5 Enforcement of Contract Terms

The failure of WorkForce One to strictly enforce any of the provisions of this Agreement, or to require strict performance by the Contractor of any

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

## 5.6 Audit

### 5.6.1 Requirement to Audit

All contracts are subject to audit. Contractor shall provide for the conduct of an external audit of the program funded by this Agreement and any amendments hereto if total aggregate expenditures of federal funds received from any source total \$300,000.00 or more in any fiscal year. The audit shall be conducted in accordance with and in compliance with State of Florida requirements, and federal Office of Management and Budget Circular A-133.

### 5.6.2 Audits of Commercial Organizations

Commercial organizations receiving in excess of \$500,000.00, a year, in the aggregate, of federal grant funds, whether from WorkForce One or other funding sources, shall conduct a program specific independent financial and compliance audit in accordance with GAAS, or an organization wide audit conducted in accordance with OMB Circular A-133 that includes the federal funds received and the program conducted, within its scope. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for WorkForce One's disallowance and recovery of any payment upon such entry.

### 5.6.3 Period of Performance

Audits must be conducted, completed, and submitted within ninety (90) days of the termination of this Agreement for program specific audits unless a different period of time is agreed to in writing by WorkForce One. Other audits shall be submitted within thirty (30) days following the completion of the audit except that in all cases audits should be submitted within a year of the termination of this

Agreement. Failure to submit an audit, as required, shall result in the withholding of payments due Contractor under this or any other agreement at WorkForce One's discretion.

#### 5.6.4 WIA Material Fund

Audits should, whenever possible, identify contract funds and WIA should be treated as a material fund.

#### 5.6.5 Identification of Program Income

Audit Reports shall include a schedule identifying program income as defined herein.

#### 5.6.6 Disallowed and Questioned Costs

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

#### 5.6.7 Audit Resolution Procedures

Contractor agrees to be subject to audit resolution procedures established by WorkForce One, the State of Florida or the DOL and to cooperate with WorkForce One in the event resolution cannot be achieved at WorkForce One's level.

#### 5.6.8 Deduction from Monies Due Contractor

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

#### 5.6.9 Failure to Discover

WorkForce One's failure to either promptly discover or demand prompt payment for questioned or disallowed costs will not relieve

Contractor from their obligation to repay the disallowance or questioned cost at the time of identification or demand.

#### 5.6.10 Stand In Costs

Contractor may with the written approval of WorkForce One and the State of Florida, substitute allowable uncharged costs or in kind contributions made from non federal sources to support the program funded by this Agreement to stand in for a disallowed or questioned cost, only to the extent such contributions or in kind payments have been documented in Contractor's budget attached to this Agreement and/or books of account as may be required by the federal rules and their expenditure is supported by the Contractor's independent audit report. The uncharged costs must have been incurred in the same title, cost category, and program year as the costs, which they are proposed to replace.

#### 5.6.11 Expiration of the Contract

The expiration of the contract shall not affect WorkForce One's, the State's, or the DOL's right to audit, disallow, or question a cost, or Contractor's obligation to repay the cost.

### 5.7 Amendments

#### 5.7.1 Requests for Amendments

If either Contractor or WorkForce One wishes to modify, change, or amend this Agreement, other than as has been described elsewhere in this Agreement, the proposed changes shall be submitted to the other party in accordance with the Notice section under this Agreement. No such change shall be effective until approved by WorkForce One and/or the Contractor and a formal amendment to this Agreement is executed by both parties.

#### 5.7.2 WorkForce One's Unilateral Rights to Amend

Contractor understands and agrees that WorkForce One may unilaterally amend this Agreement to conform to changes in any Federal or State Statute, regulation, or policy which is applicable to the program funded by this Agreement or any Amendment hereto.

#### 5.7.3 Amendments for Local Conditions

Contractor understands and agrees that WorkForce One may amend this Agreement as regards reduction in training slots and/or

a redirection of training areas affecting and reducing total funds available to Contractor, as a result of economic conditions and/or employment trends within Broward County's labor market.

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

## 5.8 Copyrights, Patents, Rights in Data

### 5.8.1 Non-Exclusive Use and License

Contractor agrees that WorkForce One, the State, and the U.S. DOL shall have a royalty free, non exclusive and irrevocable license to reproduce, publish or otherwise use the copyright or patent or rights in data in any work developed with contract funds.

- 5.8.2 Contractor agrees that WorkForce One, the State, and the U.S. DOL shall have a royalty free and non exclusive and irrevocable license to reproduce, publish, or otherwise use the copyright or patent or rights in data for any copyright, patent or rights in data that Contractor purchases with contract funds.

## 5.9 WorkForce One Policies and Procedures

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

## 5.10 Prior Agreements

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and WorkForce One.



#### 5.11 Client Confidentiality

Client confidentiality is governed by the WIA. Contractor agrees to adhere to client confidentiality requirements.

#### 5.12 Buy American

Any equipment, or goods to be purchased under this agreement shall be purchased in accordance with the Buy American Act.

#### 5.13 Agreement Term

The term of this Agreement shall be from July 1, 2007 through June 30, 2008. The term of this agreement may be extended for two one-year periods. Based upon funding, performance as described in Article 7, and WIA reauthorization, the WorkForce One Youth Council will make a determination regarding whether to recommend renewal of the Agreement. Renewal will be at the option of the WorkForce One governing boards.

END OF ARTICLE 5

## ARTICLE 6

### 6.1.1 Special Obligations

Contractor agrees to maintain and provide the following documentation to WorkForce One, along with Contractor's invoice for payment. Contractor understands that invoices submitted without the below described documentation will not be honored.

- 6.1.1 For mileage reimbursement requests, Contractor shall use the WorkForce One mileage form or their own form, which contains the same information. Mileage from home to work will not be reimbursed. Contractor may reimburse staff mileage at the rate approved for all other Contractor personnel.
- 6.1.2 For staff payroll reimbursement requests, Contractors who do not have certified payroll systems in which the payroll register is supported by time sheets must establish a sign-in system and submit time sheets. Time sheets shall reflect time allocated across cost categories, contracts or other activities, whether paid for by WorkForce One or not.
- 6.1.3 For purchases, Contractor shall submit all procurement documentation, a copy of the paid invoice with the check number indicated on the invoice, or a copy of the front and back of the cancelled check.
- 6.1.4 For proprietary materials such as books and supplies, Contractor shall provide signed receipts from students acknowledging delivery of the materials for which WorkForce One is being charged, along with the paid invoices where appropriate.
- 6.1.5 For reimbursement of rental and utility charges, Contractor shall provide a copy of the lease and, as appropriate, a copy of the entire phone bill, utility bill, and/or rental agreement.
- 6.1.6 Contractor shall not be permitted to move money across the cost categories from program to administration or among line items within the individual cost categories. Contractor shall not be permitted to increase staff salaries not already provided for in the budget attached hereto as Exhibit C, add new line items or make other adjustments to the budget without a prior written contract modification request to WorkForce One in accordance with Article 3 Section 3.5.5 hereto. Contractor shall reduce all verbal requests for contract modification into a formal written request sent to

WorkForce One and shall receive written authorization in the form of a contract modification prior to obligating funds associated with such requests. Any cost not a part of the original justification of cost reasonableness agreed to by WorkForce One under this Agreement must be approved by WorkForce One prior to Contractor obligating funds for such requisitions. WorkForce One shall evaluate the cost reasonableness of the request and if appropriate justification is provided by Contractor, WorkForce One shall issue a written document authorizing the contract modification request in accordance with Article 5 Section 5.7 hereto. Requests not in adherence to this requirement shall not be honored.

6.1.7 Participants may not be paid for time not in attendance, holidays, or overtime. Contractors shall not certify timesheets, which provide for payment for holidays, time not in attendance at work or in class, as appropriate, or for overtime hours worked.

6.1.8 Contractors whose budgets and work statements authorize incentive payments to the youths may make such payments for attendance and performance only. Incentives may not be awarded for the attendance or performance.

6.1.9 Contractor must submit copies of cancelled checks where applicable to substantiate expenditures in order to be reimbursed.

#### 6.1.10 Background Screening

WorkForce One agrees to comply with all the requirements of section 1012.465, Florida Statutes, and that WorkForce One and all of its personnel (1) who are to be permitted access to school grounds when students are present, (2) who will have direct contact with students or (3) who have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by Contractor in advance of Workforce One or its personnel providing any services under the conditions described in previous sentence. WorkForce One will bear the cost of acquiring the background screening required section 1012.32, Florida Statutes, and any fees imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to WorkForce One and its personnel.

6.1.11 Actions to be taken in the event of an emergency or natural disaster.

WorkForce One and Contractor wish to ensure that service interruptions are kept to a minimum following an emergency or disaster. WorkForce One and Contractor therefore agree as follows:

- a. Contractor shall designate three (3) individuals who shall provide WorkForce One with cell numbers and home numbers. These individuals shall be the designated liaisons regarding all communications during the period of an emergency or natural disaster. The designated liaisons will participate in WorkForce One's annual emergency preparedness planning process and attend required meetings on this topic.
- b. Contractor agrees that in the event of an emergency or natural disaster, Contractor shall take the below listed actions where advance notice permits or is provided, preceding an emergency or disaster:
  - i. The individual designated as the WorkForce One liaison shall contact the WorkForce One Executive Office and shall consult with the President or Vice President regarding closure of the one-stop center or program office being operated by Contractor and shall close operations in accordance with WorkForce One President's approval.
  - ii. Prior to closing the one-stop or local program office, Contractor shall protect participant files, equipment and other personal property paid for with WorkForce One funds by securing the equipment, covering the equipment, moving equipment away from doors or windows and/or taking such other actions to secure the equipment, personal property and participant files.
  - iii. The securing of equipment, shall be done in accordance with the WorkForce One Information Technology Hurricane Preparedness Plan, Protection of other property and files must be done pursuant to a plan adopted by Contractor and approved by the WorkForce One President or his/her designee.

- c. Contractor agrees that immediately following an emergency or disaster the designated liaison shall contact the WorkForce One President or Vice President to confer on the reopening of offices and the provision of services to the public.
- i. Contractor shall adopt a plan to ensure that information regarding resumption of services is communicated to all workers/staff in the one-stop centers or program offices. An example of such a plan might include a telephone tree.
- ii. It shall be the responsibility of Contractor's liaison to go out as soon as possible after an emergency or disaster to survey their offices. The liaison shall report any damages to the buildings or premises, downed trees, downed power lines, obstructions to access as well as power outages, water damage and water stoppages to the WorkForce One President or his/her designee.

END ARTICLE 6

## ARTICLE 7

### 7.1 Program Description

Contractor shall conduct an in-school and out-of-school youth program for a minimum of One Hundred Twelve (112) out of school youth as defined by WIA and Sixty Five (65) in-school youth as defined by WIA during year one of the contract. All youth must meet the WIA eligibility criteria and meet BWDB Youth Council targeted characteristics as described below. The program to be provided is two-pronged program and designed for participants to receive a certificate as defined by the USDOL at completion of the selected strand which will be either completion of high school or occupational skills training and to then be placed in employment.

The in-school youth component shall provide academic support to assure attainment of the GED/high school credential. The out-of-school youth component shall integrate occupational skills training, assessment activities, competency skills training, academics, career counseling, job shadowing, and employability skills training.

### 7.2, Recruitment

- 7.2.1 A minimum of fifty (50%) percent of the youth enrolled in the program to be operated by Contractor shall meet WIA eligibility criteria and also have one of the following characteristics (1) be a foster care youth/or youth transitioning from foster care to independent living, (2) be from a household that has received welfare benefits, or (3) be a youth who has been exposed and been subjected to any stage of the criminal justice process.
- 7.2.2 All in-school youth to be served and enrolled under this agreement, must be high school seniors or be enrolled in an alternative school and graduate or attain a GED by June 30, 2008.
- 7.2.3 All out of school youth enrolled in the program must have a high school diploma or GED. A maximum of 30% of the out of school youth enrolled may not have their high school diploma or GED but must be able to attain the literacy level necessary to participate in the occupational skills component of the program within twelve months of their enrollment.

- 7.2.4 Contractor shall recruit youth through
- a. Collaboration with the Department of Juvenile Justice
  - b. Referrals from other community organizations
  - c. Linkages and coordinating with group home counselors to identify youth aging out of foster care.
  - d. Use of data from the Educational Technology Services Department of The School Board of Broward County, to identify the economically disadvantaged population.
  - e. Telephone calls,
  - f. Mail recruitment flyers
  - g. Establishing a linkage to coordinate with SOS Children's Village
  - h. Coordination with Henderson group home counselors
  - i. Individual and small group presentations
  - j. Individual and group visits to the technical centers
  - k. Coordination with the Department of Children and Families to dissemination program information and conduct informational sessions for welfare parent(s) to make them aware of opportunities for youth.
  - l. 12<sup>th</sup> grade youth at alternative centers who will be transitioning to independent living will be identified through contact with group homes.
- 7.2.5 Recruitment materials, flyers and other pertinent documents will be made available in the majority of non-English speaking languages found in the County.
- 7.2.6 Contractor shall access data from the Educational Technology Services Department of The School Board of Broward County, Florida to identify the economically/disadvantaged targeted population and which identifies youth who have completed high school or attained a GED to identify youth appropriate to this program. Program staff will use this data to make home visits, telephone calls, and to mail recruitment flyers to identified youth.

- 7.2.7 Contractor shall make home visits, mail information brochures, contact peers, and communicate with parents to assist in identifying students appropriate to the training.
- 7.2.8 Contractor shall make program presentations and seek referral applications from Broward County School administrators, counselors, teachers, the Department of Children and Families, ABE/GED Sites, the Broward County Housing Authority, the Broward County Health Department, community based organizations, churches and other appropriate public and private organizations.
- 7.2.9 Contractor will offer visits to vocational sites where prospective students can view the facilities and equipment and confer with counselors regarding enrollment.
- 7.2.10 To assure youth are recruited from all areas of the County Contractor will engage youth in the recruitment of students for the program. Students will be directed to develop brochures, flyers and materials for information packets to be disseminated to schools, agencies, organizations, and will create public service announcements. Applications received will be assessed to assure that youth are represented from all areas of Broward County.
- 7.2.11 Contractor shall identify and enroll a minimum of One Hundred Twelve (112) out of school youth as defined by WIA and as many as Sixty Five (65) in-school youth as defined by WIA eligible in accordance with the WIA. All youth must meet the WIA eligibility criteria and fifty percent (50%) must also meet BWDB Youth Council targeted characteristics as described above in paragraph 7.2.1.
- 7.2.12 WorkForce One has developed a client referral policy for one stop and specialized services providers. Contractor agrees to adhere to the policy which is available at: <http://intra.broward-workforce.org>.
- 7.2.13 Contractor shall recruit and enroll all younger youth by November 15, 2007 and shall enroll seventy five percent (75%) of all older youth by February 28, 2008 with the balance to be enrolled by November 2, 2008.
- 7.2.14 Contractor shall recruit youth from all sections of the County.
- 7.2.15 Participant Certification, Assessment and Development of the Individual Service Strategy



- 7.3.1 Contractor shall be responsible for participant eligibility certification, which shall include an assessment in accordance with the WIA.
- 7.3.2 Contractor shall be responsible for assisting the youth in assembling the documentation necessary for WIA eligibility determination.
- 7.3.3 Non-English speakers applying for the program shall be assisted through Contractor's Multicultural Department that provides translators in all languages.
- 7.3.4 In the event an applicant is not enrolled into Contractor's program, the Contractor shall refer the participant to the one - stop operator for information and referral in accordance with the requirements under the WIA.
- 7.3.5 Contractor shall assess youth and review the youth goals identified during assessment. To determine student interest, participants will determine areas of service and career interests.
- 7.3.6 In order to participate younger out of school youth must have a high school diploma or a GED. Their goal shall be occupational skills or work readiness attainment.
- 7.3.7 All youth shall be assessed for basic skills. Youth who do not score above a grade level of 8.9 on the TABE must attain a one year functional grade gain, as defined herein within twelve months of their first day in the program. The gain shall be determined based upon the administration of pre and post tests showing that the gain has been obtained.
- 7.3.8 Contractor shall administer the TABE test as a part of the eligibility certification process at the start of the program for purposes of determining their basic skills levels and ability to succeed in the program. These scores shall be noted in the participant's file.
- 7.3.9 Contractor shall be responsible for completing a career plan and budget planner for each youth registered and enrolled in the program.
- 7.3.10 Contractor shall develop an individual service strategy (ISS) for each youth which will be used as a guide to program services for the participant. The teacher will explain that the ISS is designed to meet individual needs and will be revisited and revised on an as needed basis. The EmployFlorida Self-Assessment, WIA Career

Plan Questionnaire, and the Budget Planner shall constitute the ISS.

7.3.11 Contractor will enter participant registration into the EmployFlorida tracking system. Once a participant is entered into the EmployFlorida system this will constitute an official enrollment into the program, which will count when computing contractor's performance.

7.3.12 Program staff will create a student file that is maintained at the school site and at the district office once a participant is enrolled.

7.3.13 Youth shall receive an orientation at the beginning of the program, which shall include information concerning project goals and training conditions, attendance and punctuality standards, training, which will be made available other project expectations. Youth shall sign a responsibilities agreement committing to the program requirements.

7.3.14 Non-English speaking students shall receive assistance through Contractor's Multicultural Department. Contractor shall conduct a participant orientation.

7.3.15 Contractor shall provide WorkForce One with a list containing the names of youth participants carried forward thirty days prior to end of the program year.

### 7.3 Program Services

7.4.1 Youth shall participate in one or more of the following services:

- a. Basic Skills Remediation for all youth scoring below an 8.9 in reading or math on a TABE test.
- b. Dropout prevention for all in school youth which is the provision of tutoring, study skills and instruction to youth in high school including those in alternative education.
- c. Occupational Skills Training for all out of school youth.
- d. Leadership training including a community service.
- e. Family planning education for all youth enrolled in the program.
- f. Mentoring as appropriate to the youth.

- g. 12 month follow up for all youth in enrolled in the program.
- h. Work readiness skills for in school youth for whom this is a goal and for out of school youth prior to placement in employment.

#### 7.4.2 Coordination with partner agencies

- a. Contractor program staff shall participate in regular meetings of partner agencies such as the Department of Juvenile Justice, HANDY, ChildNet, and Department of Children and Families.
- b. Contractor program staff shall maintain ongoing contacts with agency counselors. Facilitators will adjust their schedules in a manner consistent with the needs of the students. The program facilitator shall be available to students on as needed basis, by telephone and after school. Group and individualized face to face appointments will be available to youth at a non-traditional school settings such as a public library or community center.
- c. Critical gaps in service will be identified via counseling sessions with individual participants and/or with family members, conferences with classroom teachers and school administrators. School resource officers, guidance counselors, and other appropriate staff will deliver support and collaborate with the resource teacher/counselor in the identification of gaps and the services available. Referrals will be made as necessary to mental health clinics that work with individual schools. Critical gaps will be discussed in monthly meetings with staff to identify appropriate community services for the youth.
- d. All youth shall have sufficient opportunity to interact with the facilitator and to be the recipient of all program benefits by using techniques that have validated success and encourage retention such as:
  - i. teachers as caring adults providing comprehensive guidance,
  - ii. teachers facilitating mentor matches and relationships with other positive adult role models,
  - iii. teachers delivering academic tutorial/remedial support
  - iv. conflict resolution training

- v. exploring alternatives
- vi. peer counseling
- vii. career awareness, planning /readiness
- viii. referrals for other services.

#### 7.4.3 Basic Skills Remediation

- a. Basic skills for in school youth shall consist of an upgrade to the participant's basic skill levels and provide academic assistance in reading, language arts, and mathematics.
- b. Basic skill levels of each participant will be assessed regularly. All youth shall be pre and post tested using the TABE or other testing materials approved by the National Reporting System (NRS) to determine whether the youth has attained a functional educational level.
- c. Assessment results will be utilized to develop an individualized basic skills remediation plan for each student.
- d. Participants attending occupational skills classes will receive vocational preparatory instruction which is aligned with his/her occupational skills program in accordance with the curriculum frameworks for each training program which identifies the basic skill levels the student will attain prior to program completion.
- e. Contractor shall set a goal for all younger youth and shall assure that all out of school youth gain a functional educational level within twelve (12) months of enrollment into the program.
- f. Basic Skills Remediation shall include After school academic support for in school youth, Individualized support, Guidance and counseling and conferences with teachers, parents, and the student
- g. Basic Skills remediation shall be delivered through individualized, small group instruction and computerized instruction.

#### 7.4.4 Dropout Prevention

- a. Contractor shall provide participants with positive alternative activities that promote remaining in the program and the importance of training/education.
- b. Contractor shall use Incentive Plans to encourage program and school retention.
- c. Contractor shall conduct SCANS workshops to assist participant. SCANS competencies will be integrated in the delivery of all program components. Students will develop team building, communication, self-esteem, and other "soft-skills" identified as critical to success in the mainstream world of work.

#### 7.4.5 Skills Training

- a. The program facilitator will initiate the process for participants to be enrolled in occupational skills training.
- b. Student success will be obtained as a result of the relationship, between student, teacher and facilitator, which provides for monitoring of student attendance and grades.
- c. Facilitator and outside resources will be available to provide tutoring if students encounter
- d. The components of skills training will include career assessment, classroom observations and enrollment in occupational training.
- e. Occupational skills will be delivered in simulated workplace environments using the tools of the trade. Academics will be integrated with job specific instruction. Students will be expected to successfully complete the first occupational exit point within the Florida curriculum framework for the occupational area into which they are enrolled.
- f. Students will be counseled by the project facilitators, student support staff, or an advanced student in the same occupational skills training area.

#### 7.4.6 Leadership

- a. Youth will participate in community service projects, team building activities, and SCANS competency training.
- b. Community service projects may be directed toward Women In Distress, Children In Distress, Children and Families, WorkForce One Annual Food Drive the Ronald McDonald House and similar activities.
- c. Using a project based learning approach students will select a project, identify leaders, develop and implement a plan of action.

#### 7.4.7 Mentoring

- a. The program facilitator will serve in the role of the caring adult to provide each participant with the necessary supports to be successful.
- b. The program facilitator will be the advocate and broker for the participants.
- c. The Program facilitator will have consistent weekly contact with each participant ensuring that participant is on track and has the services they need to succeed.
- d. Youth will have access to mentors through the District mentoring office. Mentors will be recruited through this resource and the list provided by Workforce One.
- e. Contacts with other agencies such as Big Brothers/Big Sisters will also be used to identify mentors. Mentors will be matched with youth through the process of using information gained from surveys of interest, interviews, and similarities in background.

#### 7.4.8 Twelve Month Follow-Up

- a. Following program exit the program facilitator will maintain on-going communication with participant and shall monitor each participant a minimum of once monthly and provide assistance with any identified issues.
- b. Program facilitator completes follow-up components using the following strategies: telephone calls, home visits, mailings, parental and family contacts, text messaging and e-mails.

- c. Contractor agrees that if this contract is renewed Contractor will continue to provide follow up to students for up to 12 months from their date of exit from the program.
- d. Contractor shall employ the following strategies to track students throughout the program and for the twelve (12) months following exit:
  - i. Communication with students face to face or via e-mail, cellphone/text messaging, home telephone or mailings
  - ii. Monitoring student weekly attendance and performance
  - iii. Contact with instructors
  - iv. Verification of employment
  - v. Communication with employer
  - vi. Verification of post-secondary enrollment
  - vii. Communication with parents/guardians/relatives or adult supporter

#### 7.4.9 Work Readiness

- a. The program facilitator shall coordinate SCANS workshops, which provide training for employment and career success.
- b. Youth shall participate in interactive SCANS and career workshops.
- c. Sixty program hours will be devoted to job seeking and/or workplace maturity skills.
- d. The program facilitator will complete work readiness components using the following strategies:
  - i. Administering career assessment and interest inventories
  - ii. Resume writing application process
  - iii. Mock interviews,
  - iv. Dress for success.

#### 7.4.10 Youth Program Design Participation

- a. Youth shall design and conduct a survey to assess the program services.
- b. Contractor shall incorporate recommendations into the program design.

#### 7.4.11 Family Planning

- a. Contractor shall coordinate with Planned Parenthood to assure that all youth in the program participate in family planning education.
- a. All youth shall receive a certificate indicating that they have completed a workshop in family planning.
- a. Contractor shall assure that youth do not get pregnant or start a family while enrolled in the program through use of a curriculum which focuses on youth making informed choices, workshops, guest speakers, and counseling. Facilitators will encourage youth to participate in positive alternative activities.

#### 7.4.12 Work Experience

- a. Contractor shall provide for unsubsidized work experience opportunities for the youth in the program.
- b. The length of the work experience will vary based on individual schedules.
- c. All students in the program will have the option to work part-time for an average of twenty (20) hours a week.
- d. Community business partners will provide wages for youth.
- e. Teachers will access an established employer data base and continue to develop jobs for youth.
- f. To ensure that older and out-of-school youth are placed into part-time jobs while in the program the proposer will utilize business partner contacts, job fairs throughout the county, and EmployFlorida website to access available employment opportunities. Individualized and group job seeking skill



development competencies will be used in preparation for interviewing. Strategies used to ensure retention on the job will include monitoring students and maintaining contact with employers.

- g. Contractor shall provide the WorkForce One Program Manager with a plan for how all youth will have an opportunity for a part time job.

7.4.13 All youth enrolled into occupational skills training shall apply for a PELL Grant to assist and pay for the tuition for the occupational skills training prior to utilizing funds provided by WorkForce One.

7.4.14 Youth shall be trained in regional high demand occupations for the Broward County Labor Market Area as approved by the WorkForce One governing boards.

7.4.15 Youth shall be enrolled in the Atlantic, McFatter, or Sheridan Technical Schools for their occupational skills training. Youth shall be involved in the selection of the training courses and the occupational area shall be selected based upon the youth's preferences and their individual service strategy.

7.4.16 Students will receive instruction in accordance with the Broward County School Board Florida curriculum frameworks for occupational skills.

7.4.17 Contractor shall be responsible for placing all youth exiting education into unsubsidized employment.

7.4.18 Sixty days prior to exit students will work with staff to develop resumes and begin the job application process.

7.4.19 Younger youth and in-school youth enrolled in the program must complete secondary school and be placed prior to June 30, 2008.

#### 7.4 Participant Counseling

7.5.1. Contractor shall advise all participants of all aspects of their program during the orientation meeting. Staff will be directed to adhere to specific guidelines for outlining the requirements and elements of the program options available as follows:

- a. Eligibility requirements
- b. Program participation requirements

- c. Program commitment
  - d. Requirements for credentialing
  - e. Requirements for completion of the program
  - f. Follow-up requirements
  - g. Services provided
- 7.5.2. Contractor staff will work to forge a bond with the youth during the initial marketing/recruitment phase. Staff will present themselves as "caring adults," willing to deliver holistic services that support the entire family unit whenever possible.
- 7.5.3. Contractor staff will present "wrap-around" services, added value, and incentives that the program provides. Youth will be advised that it is a privilege to be in the program and will be presented with their in-kind responsibilities and requirements.
- 7.5.4. Contractor staff will stay abreast of community services and programs. Youth will be referred according to the needs, interests, and goals of the individual student. Contractor shall maintain open lines of communication with providers of other community services.
- 7.5.5. Resource teachers/counselors shall be responsible for
- a. Conducting or facilitating workshops that address time management
  - b. Planning workshops to address family planning, abstinence, and pregnancy prevention (Planned Parenthood).
  - c. Meeting individually with students to assist and review the completion of all applications for financial aid.
  - d. Encouraging students seeking to complete high school to explore programs and ensure that they are cognizant of all resources available in the community for post-secondary opportunities.
- 7.5.6. Contractor shall provide the WorkForce One Program Manager with a calendar of all activities and workshops by July 10, of each year this agreement is in effect.

7.5.7. Counselors will address study habits, progress, performance, and personal problems.

7.5.8. Youth will receive counseling and job coaching. Facilitators will serve as brokers and advocates for the participants. Female participants will be counseled on the benefits of non-traditional careers and encouraged to enroll in programs that will prepare them for jobs in non-traditional occupations.

7.5.9. Youth will take part in both group and individual counseling activities. Counseling shall be provided by the school guidance counselors as well as by the project facilitators at least once a week while enrolled in the program. Youth at alternative and technical centers will be counseled by the program facilitator, counselors and by student support staff located at the sites.

7.5.10. To encourage retention in training and on the job, small group and individualized counseling will be offered, along with modeling, paring, exploring alternatives, career planning, role planning, providing access to comprehensive services and problem solving.

7.5.11. Case management and counselor contacts shall be documented through student and counselor logs, progress reports, records of student attendance for counseling will reflect all case management and counseling contact with students.

#### 7.6. Participant Incentives

7.6.1. Contractor shall utilize behavioral and social incentives.

7.6.2. Student incentives will be provided at the completion of successful training and increases in basic skills or upon high school completion/GED. As an alternative students shall be placed in part time jobs.

7.6.3. Contractor shall submit an incentive plan to the WorkForce One Program Manager by July 10, of each year that this contract is in effect.

7.6.4. Incentive or other payments to students shall be made by WorkForce One Fiscal Department and coordinated by the Contractor and WorkForce One. Contractor shall coordinate the collection of time sheets and distribution of checks with the

WorkForce One Fiscal Department in a way that preserves the separation of duties associated with the distribution of payments.

7.6.5. Contractor may place youth into an On the Job Training position prior to placement in unsubsidized employment and to the extent funds are available. Contractor shall receive approval from their Youth Program Manager prior to placement of a youth into an On the Job Training position.

7.6.6. Incentives shall be limited to budget and fund availability.

7.6.7. Staff may be provided with cell phones, if deemed necessary, to communicate with the students.

7.6.8. Contractor shall provide each participant with a certificate of completion upon termination of the program or at the end of each occupational exit point.

7.6.9. All field trips taken with the youth must be taken in Broward County. Any out of County must be pre approved by Youth Program Manager and may not extend beyond Dade and Palm Beach Counties.

a. Food expense for field trips may not include breakfast and dinners.

b. Teachers and staff shall pay their own food expense while on field trips.

c. Funds expended for youth meals are limited in amount by the WorkForce One Per Diem.

#### 7.7 Participant Time, Data Entry, File Maintenance, Attendance, and Wages

7.7.1 WorkForce One Fiscal Department shall distribute participant paychecks and incentive payments.

7.7.2 Students shall be required to sign a receipt for their checks. The WorkForce One Fiscal Department will collect these written records.

7.7.3 The project facilitators will be responsible for monitoring student attendance. In the event a student is absent for three (3) consecutive days, the Contractor will make every effort to follow up with the student and provide counseling including home visits, pager contact, and/or parent contacts.

- 7.7.4 Contractor shall be responsible for data entry into the EmployFlorida Tracking System.
- 7.7.5 Contractor shall use tickler dates prior to the future critical dates to assure data entry occurs on or before the effective dates. Information for dates will be pulled from EmployFlorida.
- 7.7.6 There will be a collaborative effort between the program supervisor, program facilitator and the data entry specialist to enter case notes within one week of a recordable event and to ensure that case files are properly maintained. Databases will be set up to notify staff of upcoming due dates. All case files will be routinely reviewed to assure that they are accurate and up to date. Checklists will be put in place to verify that all essential information is in the case file.
- 7.7.7 Mistakes made in reporting student information will be corrected in compliance with state guidelines. If the mistake is not correctable internally or on the state level, they will be documented with a case note to assure a clear audit trail.
- 7.7.8 Contractor shall maintain files in accordance with a model file to be provided by the Youth Program Manager. Contractor has proposed to maintain two folders for each program participant. One to be the official case file which will contains eligibility documentation. The second to be a working file containing student documents. Contractor shall adjust this plan to meet the model file requirements.
- 7.7.9 Documents to be maintained include:
- a. Eligibility Documents including, Picture ID, Social Security Card, Family Income, Documentation of Barrier, Public Assistance, Selective Service, School Status, Citizenship, and Assessments.
  - b. Case Notes by the Teacher, Referral Forms and Child Care Vouchers, Transportation vouchers Progress Reports, Financial Aid Reports, Monthly Evaluations, Timesheets, Pre and Post tests.
  - c. WIA Career Plan.
  - d. Newsletters, Career Flyers, Workshop Agendas, Sign-In Sheets, Employment Verification Forms, Employer Contact Forms, Certificate of Completion and Licensure Documentation.

7.7.10 Contractor shall maintain participant attendance records.

7.7.11 All absenteeism and tardiness shall be documented in the counselor's case notes.

7.7.12 Time and attendance documentation and paycheck distribution shall be coordinated with WorkForce One Fiscal Department.

7.7.13 Students may not be paid for holidays, absences or other time not in attendance. Students may not be paid for overtime with program funds.

7.7.14 Contractor shall maintain a separation of duties so that staff assigning youth to worksites shall not be same as staff approving participant time and attendance. Staff who collect time and attendance documentation may not be the same staff as those approving/certifying participant time and attendance.

## 7.8 Program Staffing

7.8.1 Contractor shall hire the requisite staff necessary to meet the project objectives and in accordance with the Budget attached as Exhibit A.

7.8.2 Contractor shall hire staff in a timely manner in order to assure that classes are fully staffed at the inception of training.

7.8.3 Resource teachers and all support staff shall have the certification and education required for their positions. All resource teachers shall have State of Florida certification and the skills and competencies required to meet the diverse needs of the targeted population.

7.8.4 The Directors of CTACE and STC and STC Curriculum Specialist will provide oversight and guidance to the program coordinator.

7.8.5 Contractor shall provide a copy of the contract work statement to all program staff and a copy of the contract fiscal requirements to all fiscal staff. Contractor shall require all staff to sign a statement indicating that they have received the applicable sections of the contract and have reviewed and understand the contract objectives and requirements.

7.8.6 The WIA Program Coordinator shall be responsible for the day to day management of the program budget.

## 7.9 General Program Requirements

- 7.9.1. Contractor shall schedule instruction so as to permit coordination with childcare services required for program participation.
- 7.9.2 Contractor shall utilize facilities which are visually and acoustically appropriate for learning and which makes use of space in a manner that facilitates the on-going activities of the instructional program.
- 7.9.3 Trainees enrolled under this contract shall be adequately supervised during training hours and be provided with safe training conditions, which, at a minimum shall conform to the health and safety regulations established by the State of Florida.
- 7.9.4 If disclosure of trainee records is requested by the public, State of Florida confidentiality standards and WIA requirements pertaining to records of participants in WIA programs shall apply.
- 7.9.5 All individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and the same extent as other employees working a similar length of time and doing the same type of work, except that no fund available under this contract may be used for contributions on behalf of any trainee to retirement systems or plans.
- 7.9.6 All program sites shall be disabled accessible.
- 7.9.7 Contractor shall provide their WorkForce One Program Manager with a list of all carry forwards from Program Year 2007 – 2008 by July 10, 2008.
- 7.9.8 Self-Monitoring
  - a. Contractor shall develop a protocol and process for self-monitoring their fiscal and program operations and deliverables under this agreement. Contractor shall conduct monthly a monitoring of its program in accordance with a schedule approved by their WorkForce One Program Manager. Contractor shall submit their monitoring schedule to their WorkForce One Program Manager by July 10 of each program year that this agreement is in effect.
  - b. Within five (5) business days following the completion of the self-monitoring protocol Contractor shall submit a copy of any findings identified and the proposed corrective action to their

WorkForce One Program Manager who shall respond with respect to acceptance of the proposed corrective action or shall provide Contractor with additional instructions resolution of any findings.

- c. The Self Monitoring required by this agreement shall be in addition to the monitoring conducted by the WorkForce One Program Manager, or the WorkForce One external monitors. Self-monitoring shall include a one hundred percent (100%) file review. The file review shall be coordinated to occur thirty days prior to the notice of the State's monitoring visit. The file review shall incorporate the current program year and the immediately preceding program year.
- d. Failure to take the requisite corrective action as a result of findings identified by Contractor's internal monitoring unit, or findings identified by the WorkForce One program managers or the WorkForce One external monitoring unit within 30 days following the month in which the finding is identified and reported to Contractor shall result in Contractor's failure to perform in accordance with performance requirements related to monitoring.

7.9.9 Prior to negatively exiting any youth participant Contractor shall review the case file with their WorkForce One Program Manager.

7.9.10 Contractor shall perform student customer satisfaction surveys on a quarterly basis and shall turn over a copy of the actual surveys to the WorkForce One Program Manager within ten days following the close of each quarter.

## 7.10 Performance

7.10.1 In order for Contractor's program to be renewed for the period July 1, 2008 – July 1, 2009 contractor shall be required to meet all the performance elements described below:

- a. Zero Error Monitoring Findings

Contractor shall make all corrective actions, as determined necessary as a result of findings identified by (1) Contractor through their own required internal monitoring, (2) the WorkForce One Program Managers or (3) the WorkForce one external monitors, including the state was within thirty days of the issuance of the monitoring report. The corrective action must be accepted in writing by WorkForce One. Findings may



not exceed five percent (5%) of the files monitored, or of funds received, and no more than five percent (5%) of the contractor's data entry may be untimely or incorrect as determined by the WorkForce One Program Manager.

- b. Enrollment of a minimum of one hundred and twelve (112) out of school youth and sixty five (65) in school youth who have not previously been enrolled in the program. In order for a participant to be considered enrolled in Contractor's program for the purpose of being counted when determining whether Contractor has met the various performance payment described in Article 7 Section 7.10, participants must have attended the program of services provided by Contractor for five (5) consecutive business days following the participant's enrollment/registration in Contractor's program. To meet the enrollment component of the contract all enrollments must occur within the timeframes described in Article 7, Recruitment 7.2.
- c. Younger youth's attainment of their WIA youth goals as established in their individual service strategies. Ninety-Five (95%) percent of in school youth shall attain their WIA youth goal. If a youth obtains a goal within 12 months of enrollment and three months prior to exit a new goal must be set and attained prior to exit. The formula to be used for determining whether a goal has been met shall be as follows:

# of basic skill goals attained + # of work readiness skill goals attained + # of occupational skill goals attained

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# basic skill goals + # work readiness skill goals + # occupational skill goals established (set) for the youth during the period.

- d. Eighty-Five percent (85%) of in school youth enrolled in the program shall attain a high school diploma or GED. This shall be determined in accordance with the formula below:

*Of those enrolled in education at participation or any time during the program*

Number of youth who attained a diploma, GED or certificate by  
the end of the 3<sup>rd</sup> quarter after exit  
Number of exiters

- e. Eighty Five percent (85%) of in school youth enrolled in the program shall be placed in unsubsidized employment, the

military, post secondary education, advanced training or a registered apprenticeship. Placements into unsubsidized employment shall be at an average of \$8.25 an hour. The formula to be used for determining performance shall be:

*Of those not employed, in the military, or in post-secondary education at participation*

Number of youth employed, in the military or enrolled in post-secondary education and/or advanced training or occupational skills training in the 1<sup>st</sup> quarter after exit  
Number of exiters

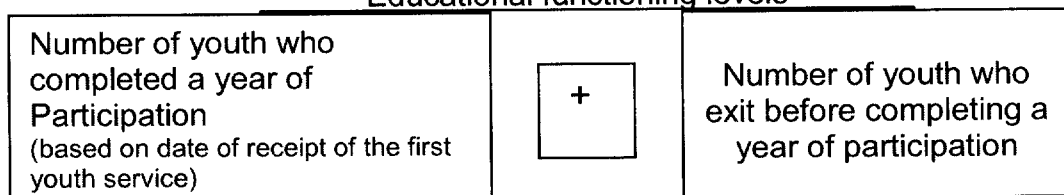
- f. Seventy Five percent (75%) of in school youth exiting the program and placed as defined in paragraph 'g' above shall be retained in unsubsidized employment, the military, post secondary education, advanced training or a registered apprenticeship. The period for determining retention shall be quarters two and three following the exit quarter.
- g. Eighty Eight percent (88%) of the out of school youth entering the program shall minimally complete the first occupational completion point and obtain a certificate of skills acquisition in accordance with the Florida frameworks, in accordance with the following formula:

*Of those enrolled in education at participation or any time during the program*

Number of youth who attained a diploma, GED or certificate by  
the end of the 3<sup>rd</sup> quarter after exit  
 Number of exiters

- h. Seventy percent (70%) of out of school youth shall attain a functional educational level within twelve months of the date they are enrolled.

*Of those out-of-school youth who are basic skills deficient*  
 Number of youth participants who increase one or more  
Educational functioning levels



- i. Seventy Five percent (75%) of out of school youth shall be placed into unsubsidized employment at an average wage of \$9.00 an hour. Placement into unsubsidized employment shall be defined as participant's remaining in the unsubsidized position into which he/she is placed for a minimum of five (5) consecutive business days.

*Of those not employed, in the military, or in post-secondary education at participation*

Number of youth employed, in the military or enrolled in post-secondary education and/or advanced training or occupational skills training in the 1<sup>st</sup> quarter after exit  

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Number of exiters

- j. Eighty-Five percent (85%) of the out of school youth placed as defined above shall be retained in employment for a minimum of six months in accordance with the WIA definition of retention. The period for determining retention shall be quarters two and three following the exit quarter.
- k. In calculating performance for the payment of benchmarks where there is no formula stated herein the state formulas in the balanced scorecard and in the absence of the state formulas, and / or the federal formulas for calculating performance shall be used.
- l. All employment verification forms submitted, as proof of employment must be signed by employers and/or include the source used as proof of income and a copy of the document.
- m. Contractor's performance calculation shall include all youth entered into the state's data systems. Once youth have been entered into the state's data system, youth may not be excluded from a determination of Contractor's performance.

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA by and through their CHAIR following Board action on the 19<sup>th</sup> day of June 2007, and WORKFORCE ONE signing by and through its President/CEO, following Board Action on the 26th day of April 2007.

AS TO THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WITNESSED BY:

1 <sup>o</sup> Capt E White L.S.

Genevieve Ponce L.S.

BY: Ben Ball

TITLE: Chair

DATE: 6/19/07

(Corporate Seal)

ATTEST:

James A. Noller  
Superintendent of Schools (Interim)

Approved as to Form:

Robert Paul Vignola  
Robert Paul Vignola  
Deputy General Counsel

AS TO WORKFORCE ONE

WITNESSED BY:

Heather Key L.S.  
Sandra M. Hester L.S.

BY: Mason C. Jackson  
(Signature)

MASON C. JACKSON

TITLE: PRESIDENT/CEO

DATE: 6/4/07

Approved as to form by  
Office of County Attorney for Broward County,  
JEFFREY J. NEWTON, County Attorney,  
Governmental Center  
Fort Lauderdale, Florida 33301

BY:

Rochelle J. Daniels  
Rochelle J. Daniels  
Assistant County Attorney