- J. "FloridaCommerce" shall mean and refer to the Florida Department of Commerce;
- K. "Fiscal Agent" shall mean and refer to the entity designated to receive and disburse workforce development funds under a sub-agreement directly with FloridaCommerce. It is responsible and accountable for management of all workforce development funds made available to the Local Area. It may also procure, negotiate, and manage contracts:
- L. "Flagler CEO" shall mean and refer to the "chief elected officials" of the Flagler County unit of government for the Local Workforce Development Area, which is the Flagler County Board of County Commissioners;
- M. "Flagler County" shall mean and refer to the Flagler County Government Administration and Staff;
- N. "Florida WIOA" shall mean and refer to the Florida Workforce Innovation and Opportunity Act of 2000, Chapter 445, Florida Statutes;
- O. Local Workforce Development Area ("Local Area") shall mean and refer to a jurisdiction for the administration of workforce development activities and execution of adult, dislocated worker, and youth funds allocated by the State. A jurisdiction must be designated as a Local Area by the Governor in order for the jurisdiction to receive adult, dislocated worker, and youth funding under Title I, subtitle B of WIOA;
- P. Local Workforce Development Board ("LWDB") members shall mean and refer to the appointees by the Consortium who, in partnership with the Consortium, set workforce development policy for the portion of the statewide workforce development system in the Local Workforce Development Area. The LWDB herein describes the LWDB established under the Consortium Agreement defined above;
- Q. "Region" shall mean and refer to the three counties, Brevard, Flagler, and Volusia, served by Corporation;
- R. "Volusia CEO" shall mean and refer to the "chief elected officials" of the Volusia County unit of government for the Local Workforce Development Area, which is the Volusia County Council;
- S. "Volusia County" shall mean and refer to the Volusia County Government Administration and Staff:
- T. "WIOA" shall mean and refer to the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128; and
- U. 4-year Local Area Workforce Plan ("Local Plan") shall mean and refer to the 4-year action plan which sets forth the strategies for the investment of resources to meet the objectives of the various workforce grants and programs including but not limited to the development, alignment, and integration of service delivery strategies in support of the State's vison and strategic and operational goals.

#### ARTICLE II. NAME, SERVICE AREA, OFFICE LOCATION

#### A. NAME

This organization's legal name is Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard Flagler Volusia (CSBFV).

#### **B. SERVICE AREA**

CSBFV shall serve Brevard County, Flagler County, and Volusia County Florida, also known as Region 27 through the Consortium.

#### C. OFFICE LOCATION

The official office location and mailing address shall be as determined by Corporation Board of Directors.

#### ARTICLE III. MISSION

CSBFV shall facilitate and be the catalyst for workforce development activities that are responsive to the employment and training needs of businesses and job seekers.

#### ARTICLE III. GOVERNING STATUTES

#### **POWERS OF CSBFV**

#### **General Powers:**

Except as limited by the Articles or these Bylaws, CSBFV will have and exercise all rights and powers in furtherance of its purpose now or hereafter conferred on not-for-profit corporations under the laws of the state of Florida.

#### **Workforce Powers:**

CSBFV will have and exercise all rights and powers granted to LWDB under the laws of the state of Florida and workforce investment boards under Public Law No. 105-220, Title I, Section 117(b) United States Code, and all other applicable federal and state workforce laws, regulations and directives. CSBFV shall always exercise its rights and powers in compliance with all state and federal governing statutes and the Consortium Agreement and adopted policies. To the extent that any provision of the Articles or these Bylaws violate such governing statutes and instruments, such provision of all Articles or Bylaws shall be deemed removed from such and CSBFV shall act in accord with the governing statutes and instruments.

#### **Authority:**

The CareerSource Florida Administrative Policy #110 - Local Workforce Development Area and Board Governance including all Authorities and Administrative Policies embedded in this Policy and

CareerSource Florida Administrative Policy #091 – Local Workforce Development Composition and Certification including all Authorities and Administrative Policies embedded in this Policy

#### Purpose and Responsibilities (Functions)

The purpose of the LWDB is to set implementing policy and establish oversight of the local workforce development system. The LWDB has the responsibility to provide strategic and operational oversight, assist in achievement of the State's strategic and operation vision and goals, and maximizes and continues to improve quality of services, customer satisfaction, and effectiveness of services provided.

#### ARTICLE IV. BOARD OF DIRECTORS

#### A. DUTIES

The business and affairs of CSBFV shall be the responsibility of the Board of Directors, herein referred to as the Board.

#### Responsibilities and Authorities:

The Board shall:

Act in accordance with the Consortium Agreement and adhere to all of its determinations;

Manage and direct the affairs of CSBFV, protect its interest, determine its direction, advance its mission, goals, and strategies, and shall support its programs;

Ensure effective planning and adequate resources, managing resources efficiently;

Recommend to the Consortium a tentatively approved budget through Board action;

Ensure ethical and legal behavior;

Elect CSBFV officers;

Consider and recommend applicants for Executive Director (formerly known as the President) to the Consortium; and

Approve and oversee execution of the strategic plan.

All other duties pursuant to CareerSource Florida's Administrative Policy #110 and the Consortium Agreement as may be amended, except as lawfully delegated to the Consortium in the Consortium Agreement.

#### Further the Board may

Exercise emergency powers allowed by law.

#### **B. NOMINATION AND COMPOSITION OF DIRECTORS**

Individuals shall be nominated to serve as Directors on the Board in accordance with governing legislation, applicable laws and Consortium and CSBFV procedures. In the event of conflict among different funders, federal funding requirements shall prevail and composition of the Board shall reflect requirements of governing legislation, the Consortium Agreement, and local charter requirements as amended from time to time. Specifically, business representatives shall represent companies with five (5) or more employees and meet all state and federal requirements. The composition of the local board must meet the following criteria:

- 1. A minimum of 51% business representation
- 2. No less than 20 percent of the members must be representatives of the workforce within the local area
- 3. Each local board must include representatives of entities administering education and training activities in the local area,
- 4. Each local board must include representatives of economic and community development as well as governmental entities that serve the local area.

Documentation supporting the recruitment, vetting and nomination process, including names of nominating organizations and names of all candidates and their qualifications, must be retained for not less than five (5) years. See CareerSource Florida Administrative Policy Number 091 Local Workforce Development Board Composition and Certification.

Elected officials on the Brevard, Flagler, or Volusia CEOs shall not be eligible for appointment to the Board of Directors during their term of office. Consortium members and alternates shall not be eligible for appointment to the Board of Directors.

#### C. APPOINTMENT OF DIRECTORS

These Bylaws, the governing statutes and legislation, the Consortium Agreement, and policy direction of the Consortium determine the manner in which Directors are nominated and appointed to the Board. All Board member nominees are appointed by the Consortium.

#### D. MEMBERSHIP ON OTHER COMMITTEES

The Board Chair (or the Executive Director as directed by the Board Chair) shall appoint Directors of the Board to a committee assignment based on Board need and Director interest. With the exception of the Executive Committee, and in accordance with 20 C.F.R. § 679.360(a), "standing committees must include other individuals appointed by the LWDB who are not members of the LWDB...". Only Directors can chair committees. Such non-Board members are not required to file State Financial Disclosures. All Directors or their designated appointee are expected to serve on one committee.

#### E. TERM OF DIRECTORSHIP

Directors of the Board shall serve two (2) year terms with the exception of the initial new Board as terms will be staggered 50/50 with one (1) year and (2) year terms. LWDB members shall serve staggered terms and may not serve for more than eight (8) consecutive years, unless the member is a representative of a government entity. Service in a term of office in a prior workforce board does not count toward the 8-year limitation. All appointments, reappointments, or revocation of appointment of members to the LWDB shall lie solely with the Consortium and pursuant to the terms of the Consortium Agreement, incorporated herein by reference.

#### F. CONFLICT OF INTEREST

No Director shall cast a vote, or participate in discussion, relating to any procurement or provision of services by that Director or by any organization that the Director represents or is affiliated. Further, no Director shall vote on any matter which would provide financial benefit to that Director, the Director's employer or members of the Director's immediate family. If the procurement (contract) is with an organization or individual (or relative of an individual) represented on the Board of directors, the contract must be approved as stated at Section 445.007(11), Fla. Stat., including by a two-thirds vote of the Board when a quorum has been established and the Board member who could benefit financially from the transaction must abstain from voting on the contract before the vote.

All such procurements must follow this requirement, except for those where the State Workforce Board has allowed other alternatives to be used.

Each Director is subject to the provisions of the governing legislation and policy direction of the CareerSource Brevard Flager Volusia funders.

Unless otherwise stated by the State Workforce Board, all multiple year contracts with a Board member or their organization shall be considered approved for all renewal

options as indicated with the initial vote on the contract, excluding any breach or withdrawal from the contract under normal contract terms.

Upon appointment to the Board, each Director shall be required to annually sign a Financial and Organizational Disclosure Statement as required by section 445.007, Fla. Stat. (2023).

#### **G. RESIGNATION**

If no longer representing the organization, from which appointed, a Director shall notify the Executive Director and Chair of the Board, in writing. If the Director is representing a new organization that aligns with the prior seat, a nomination may be brought forth to the Consortium for reappointment, and if this does not apply, the Director must resign from the Board. A prospective replacement shall be nominated and approved by the Consortium.

A Director may resign at any time by giving written notice with an effective date to the Consortium, Executive Director and Chair of the Board. The resigning Director may continue to serve on the Board pending nomination and election of his or her replacement. A prospective replacement shall be nominated and approved by the Consortium. Board vacancies occurring for other reasons follow these same rules.

#### H. REMOVAL FOR CAUSE

The Board may recommend removal of a Director whenever, in its judgment, the best interest of CSBFV would be served. Recommendation of removal shall be affected by two-thirds (2/3) vote of the Directors attending a called meeting for this purpose. The Board will submit its recommendation to the Consortium for consideration. The authority to revoke the appointment of Directors lies with the Consortium. The Consortium may remove a Director with or without recommendation of the Board.

It is expected that all Directors will attend all scheduled Board and relevant committee meetings. Unless otherwise required by statute, Directors who fail to attend a majority of regularly scheduled meetings based on the annual program year may be subject to removal from the Board unless extenuating circumstances are found and reported to the Board and Consortium. At Board meetings, designees of Directors shall not be considered as the Director having been in attendance and cannot exercise a vote.

#### I. VACANCIES

When vacancies occur on the Board, the Executive Director will notify the Consortium and a replacement shall be nominated and approved by the Consortium.

#### J. BOARD MEMBER ORIENTATION AND TRAINING

All new Board members, within six months of appointment, will complete a new Board member orientation. In addition, Board members will complete an annual refresher training to remind them of the purpose of their appointment. Training may be offered in-person and/or virtually. Attendance records will be retained and provided to Florida Commerce upon request. New Board members completing the orientation are not required to complete the annual refresher training in the same year they become a new member. See CareerSource Florida Administrative Policy #110 — Local Workforce Development Area Board Governance for minimum training requirements.

#### ARTICLE V. <u>MEETINGS</u>

#### A. NUMBER AND INTERVAL

The Board will hold an annual meeting each calendar year followed by quarterly meetings. The Executive Director determines the date, time and place for the meetings.

#### **B. NOTIFICATION OF MEETINGS**

The Executive Director notifies all Directors of scheduled meetings by email at least seven (7) days in advance, special meetings 72 hours prior, specifying the date, time, and location of the meeting and its agenda. The Executive Director develops and the Board Chair reviews and approves the agenda of all meetings of the Board. The Executive Director shall assure that CSBFV properly notices all meetings in compliance with Florida Government in the Sunshine Law.

#### C. SPECIAL MEETINGS

A special meeting may be called by the Chair, Executive Director or any written request of three Directors in compliance with the Florida Government in the Sunshine Law.

#### D. PROCEDURES

Business will be conducted to the extent feasible in accordance with Robert's Rules of Order, Newly Revised, as long as they are applicable and not inconsistent with these Bylaws.

#### E. QUORUM

A quorum is required for all Board of Directors Meetings when conducting official business that requires an action. A majority of the number of active Directors in good standing shall constitute a quorum for the transaction of business at the Board of Directors and Executive Committee meetings. Designees of Directors who are in attendance at any Board or Executive Committee meeting shall not be considered in establishing a quorum, nor shall such Designees exercise a vote. Designees of Directors and non-Board members that serve as members of the Finance, Career Center, Industry Workforce Committees and other Ad Hoc Committees, are considered for a Quorum of such committees.

Directors and Committee members are able to participate via teleconference and will count for the quorum and for voting.

#### F. RECORD KEEPING

A written record of all Board and Committee meeting will be presented to the Chair for approval and retained permanently. Meeting minutes will include Board members who are present/absent, and record official acts of the Board including the number of votes of members (yeas, nays, and abstentions). Abstentions due to conflict of interest will be recorded, including the name of the abstaining member, and the reason for abstention. Meeting minutes will be made available publicly on CSBFV's website within 15 days of Board approval and remain on the website for two years as of date of posting.

#### ARTICLE VI. OFFICERS OF THE BOARD

#### A. DESCRIPTION OF BOARD OFFICERS

CareerSource Brevard Flager Volusia Officers are:

Chair

Vice Chair

Treasurer

Past Chair

All officers of the Board shall be elected for a period of one year and can be reappointed to serve for one additional term and may not be nominated to serve in the same office for more than two terms. At the conclusion of the Chair's term, he or she shall serve as immediate Past Chair on the Executive Committee.

#### **B. DUTIES**

Duties of the Chair:

The LWDB chair is elected by the members of the LWDB and must be one of the business representatives. The Chair's duties may include but are not limited to:

- a. Presiding at all meetings of the Board and reviewing the agenda for all Board meetings in consultation with the Executive Director;
- b. Making all committee appointments;
- c. Leading the Board to develop a guiding vision that aligns with the state's priorities;
- d. Acting as the lead strategic convener to promote and broker effective relationships between the Consortium and economic development, education, and workforce partners in the local area;
- e. Leading an executive committee to guide the work of the board, and ensure that committees or task forces have necessary leadership and membership to perform the work of the Board;
- f. Leading the agenda setting process for the year and guide meetings to ensure both tactical and strategic work is completed in all meetings
- g. Perform all other duties assigned to the Chair under these Bylaws and Consortium Agreement, and those usually pertaining to the office of the Chair except as otherwise stated herein and in the Consortium Agreement;
- h. Present the Executive Director's annual review to the Consortium.

The chairperson will not be assigned to any Committee other than the leading of the Executive Committee.

#### Duties of the Vice Chair:

- a. Preside at all meetings of the Board in the absence of the Chair;
- b. Be a member of the Executive Committee:
- c. Assist the Chair, when requested, in the performance of the Chair's duties;
- d. Perform all such other duties usually pertaining to the office of Vice Chair, including acting as the Chair during the absence or disability of the Chair.

#### Duties of the Treasurer:

- a. Performs the duties incident to the office and other duties as assigned by the Chair and mutually agreed
- b. Serves on the Finance Committee

#### C. ELECTION OF OFFICERS OF THE BOARD

If a term is ending, at the last regularly scheduled quarterly meeting prior to the end of the fiscal year, the Board shall elect the Chair, the Vice Chair, and the Treasurer from Directors serving from the Business Sector for the next year from a slate of officer candidates presented/recommended by the Executive Committee. Nominations from the floor will be accepted. The Chair conducts the election, counts the votes and announces the results to the Board.

All officers of the Board shall be elected for a period of one year and can be reappointed to serve for one additional term and may not be nominated to serve in the same office for more than two terms. In extenuating circumstances, the Board has the authority, through a majority vote, to modify the term limits of one or more of the officer positions. Officers take office at the first Board meeting following the new fiscal year. If a vacancy occurs, the Executive Committee nominates a Director to fill the vacant seat and the Board votes to approve the individual to fill the remainder of the term, nominations from the floor permitted.

#### ARTICLE VII. OFFICERS OF CSBFV

#### A. NUMBER AND DESCRIPTION

The Officers of CSBFV shall be, at a minimum: Executive Director Secretary

#### **B. DUTIES**

The position of Executive Director of CSBFV for the initial new consolidated region shall be decided in the Counties Interlocal Agreement. For the future position of the Executive Director of CSBFV, the Board shall have the power to consider applicants and, from those, recommend an Executive Director or interim executive director for unanimous approval by the Consortium. The Executive Director will be a full-time employee of CSBFV and not a member of the Board of Directors. The Executive Director will be reviewed annually by the Executive Committee and the Executive Director's salary and bonuses will be proposed by the Executive Committee, and approved by the Consortium, subject to the limitations on the payment of salary and bonuses as described in WIOA sec. 194(15) and 2 CFR § 200.430. The Executive Committee's annual review of the Executive Director will be presented to the Consortium by the Chair of the Board of Directors and, in accordance with the Consortium Agreement, the Consortium shall also conduct regular performance reviews of the Executive Director. Upon unanimous consent, the Consortium shall have the authority to suspend, with or without pay, or remove the Executive Director with or without cause. The Consortium shall provide written notice to the Executive Director of the termination of his or her employment, specifying the date on which employment shall terminate. The Executive Director will be the chief executive officer of CSBFV and will be responsible for the general and active management of the business and affairs of CSBFV, subject to the direction of the Executive Committee, the Board of Directors, and the Consortium, as described herein and in the Consortium Agreement. See CareerSource Florida Administrative Policy #110 – Local Workforce Development Area Board Governance for additional Local Workforce Board Executive Director functions.

In the event the Executive Director of CSBFV is unable to perform his or her duties as assigned by these Bylaws due to absence, illness or other infirmity, the Consortium shall have the authority to designate and appoint an Acting Executive Director to serve in a temporary capacity so long as the Executive Director remains unable or unavailable to perform his or her duties.

The Secretary of CSBFV shall be appointed by the Executive Director with approval of the Executive Committee and shall accurately record all meetings and official proceedings of the Board and serve as custodian of Board records, files, and records of CSBFV. The records of CSBFV shall be maintained at the main corporate offices.

#### ARTICLE VIII. COMMITTEES

#### A. STANDING COMMITTEES

The Chair shall appoint members to the Board's committees, according to Board needs and member interest, and as stated herein. With the exception of the Executive Committee, and in accordance with 20 C.F.R. § 679.360(a), "standing committees must include other individuals appointed by the LWDB who are not members of the LWDB. CSBFV will prohibit any LWDB staff from serving as members of a committee or subcommittee.

The standing committees of the Board shall meet quarterly and consist of:

Executive
Finance
Industry Workforce
Career Center

Additional standing committees will be formed by the Chair of the Board in response to governing legislation and policy direction of Consortium, or the needs of CSBFV.

#### **EXECUTIVE COMMITTEE**

The Executive Committee shall consist of the following:

Chair of the Board

Vice Chair of the Board

Treasurer of the Board

Past Chair of the Board

Chair of any standing committee created in response to governing legislation and policy direction of the Consortium, or the needs of CSBFV.

The Executive Committee shall have the authority to exercise those powers of the Board, which may be lawfully delegated, and consistent with these Bylaws and the Consortium Agreement. The Chair of the Board shall preside over the Executive Committee. A majority of the Executive Committee shall constitute a quorum.

The Executive Committee shall have and may exercise all authority of the Board. The Executive Committee:

- May not remove existing officers or Board Directors or elect new officers (authority to do so is reserved to the Consortium).
- May not adopt, repeal, or amend these Bylaws or Articles of Incorporation (authority to do so is reserved to the Consortium).

May not amend the budget or adopt programs except when time requirements clearly do not permit action by the full Board or the Consortium, as applicable, without unduly restricting needed services to the constituency it serves. Under those circumstances, in the discretion of the Chair, the Executive Committee may approve or amend the budget, adopt programs and approve contractors for competitively bid funds from federal, state and local governments, from foundations, and from sector sources, but in such cases the Executive Committee shall report its actions and recommendations at the next Board meeting for ratification and, if any changes require Consortium approval (e.g., budget amendments), shall report its actions and recommendation at the next Consortium meeting for ratification. If the change entails funding outside of the following federal funding streams, United States Department of Agriculture, United States Department of Labor or the United States Department of Health and Human Services, the Executive Director will be responsible for notifying the Consortium of the changes so that the Consortium may set a separate meeting as it deems necessary.

The Executive Committee shall meet, with reasonable notice, at the call of the Chair, the Executive Director or upon receipt of written request by any three Directors of the Executive Committee.

#### **FINANCE**

The Finance Committee will be chaired by the Director appointed by the Chair of the Board of Directors and will consist of members appointed by the Chair of the Board. The Finance Committee shall include at least one staff member from Brevard County, Flagler County, or Volusia County (or from one of the county's office of the clerk of the circuit court), and such staff member should have pertinent and material grant financial management expertise or experience. The Treasurer can chair this committee, but at a minimum must reside as a member on this committee.

The Finance Committee will review and be responsible for the following:

- 1) Ensuring the CSBFV audit selection process meets the required standards of state and federal policy;
- 2) Ensuring understanding of the Audit report and making sure steps are taken to address any findings;
- 3) Review of all monitoring reports;
- 4) Recommend to the Consortium a tentatively approved budget through Board action;
- 4) Review Finance and budget reports;
- 5) Review any updates to financial policies and procedures;
- 6) Have the authority to direct any recommendations to the Executive Committee.

#### INDUSTRY WORKFORCE

The Industry Workforce Committee will be chaired by a Director appointed by the Chair of the Board and will consist of members appointed by the Chair of the Board. The Industry Workforce Committee will identify current and future workforce needs of the business community and create solutions to meet their needs.

#### **CAREER CENTER**

The Career Center Committee will be chaired by the Director appointed by the Chair of the Board and will consist of members appointed by the Chair of the Board. The Career Center Committee will work to create a Career Center Model that is one of the top choices for career seekers and businesses in Brevard, Flagler, and Volusia counties by offering quality workforce products and services.

#### **B. AD HOC COMMITTEES**

The Chair of the Board may appoint ad hoc committees on an as-needed basis. Any such ad hoc committees shall be chaired by a Director appointed by the Chair. Additionally, working groups may be established by the Board as needed to address specific issues. Working groups shall only have such authority as is delegated by the Board.

#### ARTICLE IX. FINANCE

#### A. FISCAL YEAR

The fiscal year of CSBFV shall begin on the first (1st) day of July and end on the thirtieth (30th) day of the month of June of the next calendar year.

#### **B. FINANCIAL ACCOUNTS**

All financial records and statements shall be prepared in compliance with generally accepted governmental accounting principles, as required by code or law (see, e.g., 2 CFR Part 200) and with funding program guidelines. The financial records shall comply with all contractual or statutory requirements applicable to CSBFV.

#### C. NEGOTIABLE INSTRUMENTS

The Chair or the Executive Director (or his or her designee(s), in writing) shall sign all checks, drafts, or other orders for the payment of money and authorize initiation of electronic transfers not requiring signature in accordance with written policy adopted by the Board.

#### D. CONTRACTS

All contracts of CSBFV shall be executed in accordance with written policy adopted by the Board.

#### E. LOANS

No loan or evidence of indebtedness or promise to pay (other than regular accounts payable, accrued payroll or compensated absences liabilities) shall be contracted on behalf of CSBFV unless authorized by a resolution of the Consortium. Such authority may be general or specific.

#### ARTICLE X. AGENTS, CONSULTANTS, PROFESSIONAL SERVICES

Persons or firms other than officers of CSBFV may from time to time be engaged or employed to assist CSBFV in carrying out its programs and purposes.

The Consortium shall approve a process to select general counsel for CSBFV. Designation or change of general counsel shall require unanimous approval by the Consortium. General counsel shall not be considered "staff" for the purpose of Article XI.

#### ARTICLE XI. STAFF

CSBFV may employ staff necessary to carry out the functions and purposes of CSBFV. The Executive Director shall be solely responsible for the selection, hiring, general management, supervision, termination and separation of all staff.

#### ARTICLE XII. <u>INVESTMENTS</u>

All investment of funds of CSBFV shall be made in conformance with the written investment policy and such policy, and any amendments thereto, shall be approved by the Finance Committee prior to approval by the Board.

#### ARTICLE XIII. AUDITS

#### A. AUDITS BY PUBLIC AGENCIES

The Board shall cause to be made available all books and records of CSBFV for examination as required by governing legislation and policy direction of the Consortium.

#### ARTICLE XIV. INDEMNIFICATION

#### A. VOLUNTEER PROTECTION ACT

CSBFV shall indemnify the Directors, officers and employees to the extent permitted by the Florida Volunteer Protection Act.

#### **B. INDEMNIFICATION NOT EXCLUSIVE**

The foregoing indemnification shall not be deemed exclusive of any other right to which one indemnification may be entitled, both as to action in another capacity while holding such office, and shall inure to the benefit of the heirs, executors and administrators of any such person.

#### C. INSURANCE AND OTHER INDEMNIFICATION

The Board shall have the power to purchase and maintain such fidelity and bond insurance on such officers, Directors, staff and on behalf of others, to the extent power to do so has been or may be granted by statute and give other indemnification to the extent not prohibited by statute.

D. Brevard County, Flagler County and Volusia County shall have no indemnification obligations under this Article and expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with common law and the limited waiver pursuant to Section 768.28, Florida Statutes; nothing in these Bylaws may be deemed as a waiver of immunity or of the limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature.

#### ARTICLE XV. AMENDMENT OF BYLAWS

These Bylaws may only be altered, amended or repealed by the Consortium pursuant to the terms of the Consortium Agreement. Recommendations for alterations, amendments, or repeal

may be brought by the Board at any meeting of the CSBFV Board after seven (7) days written notice that such action is a stated purpose of the meeting. Alteration, amendment, or repeal recommendation of the Bylaws shall require a majority vote of a quorum of Directors in attendance at the meeting.

#### ARTICLE XVI. <u>ENACTMENT PROVISION</u>

These Bylaws shall become effective upon approval by a majority vote of the Directors voting therein and final approval of the Consortium.

#### **Nondiscrimination**

All actions taken by the Board shall be made without regard to age, sex, race, religion, national origin, political affiliation, marital status, handicap, or other prohibited bases under applicable law.



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  apatel@bacemploy.com
- 20. Ken Phelps
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  C: 717-383-2328
  ken@daytonachamber.com
- 21. Eva Rey
  Senior Vice President, Community
  Management and Communications
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  Viera, FL. 32940
  P: 321-242-1200 ext. 4533
  C: 321-514-5007
  eva.rey@duda.com



## Board of Directors - Program Year 2024-2025

22. Cordell Rolle
Owner/CEO
Rolle IT LLC
3700 N. Harbor City Blvd. Suite 2D
Melbourne, FL. 32935
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23. Ian Shinnick Senior Vice President Brown & Brown Insurance 300 N. Beach Street Daytona Beach, FL. 32114 P: 386-239-8893 C: 561-222-9958 mian.shinnick@bbrown.com

24. Tyler Sirois
Vice President for External Affairs &
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25. John Wanamaker- Vice Chair Broker/Owner
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1019 Town Center Drive Suite 200
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C: 386-956-9022
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26. Lynda Weatherman
President/CEO
EDC of Florida's Space Coast
6525 3rd Street Suite 304
Rockledge, FL 32955
P: 321-638-2000
C: 321-543-7574
LWeatherman@SpaceCoastEDC.org

I certify that this is the correct Board Member Roster for September 18, 2024

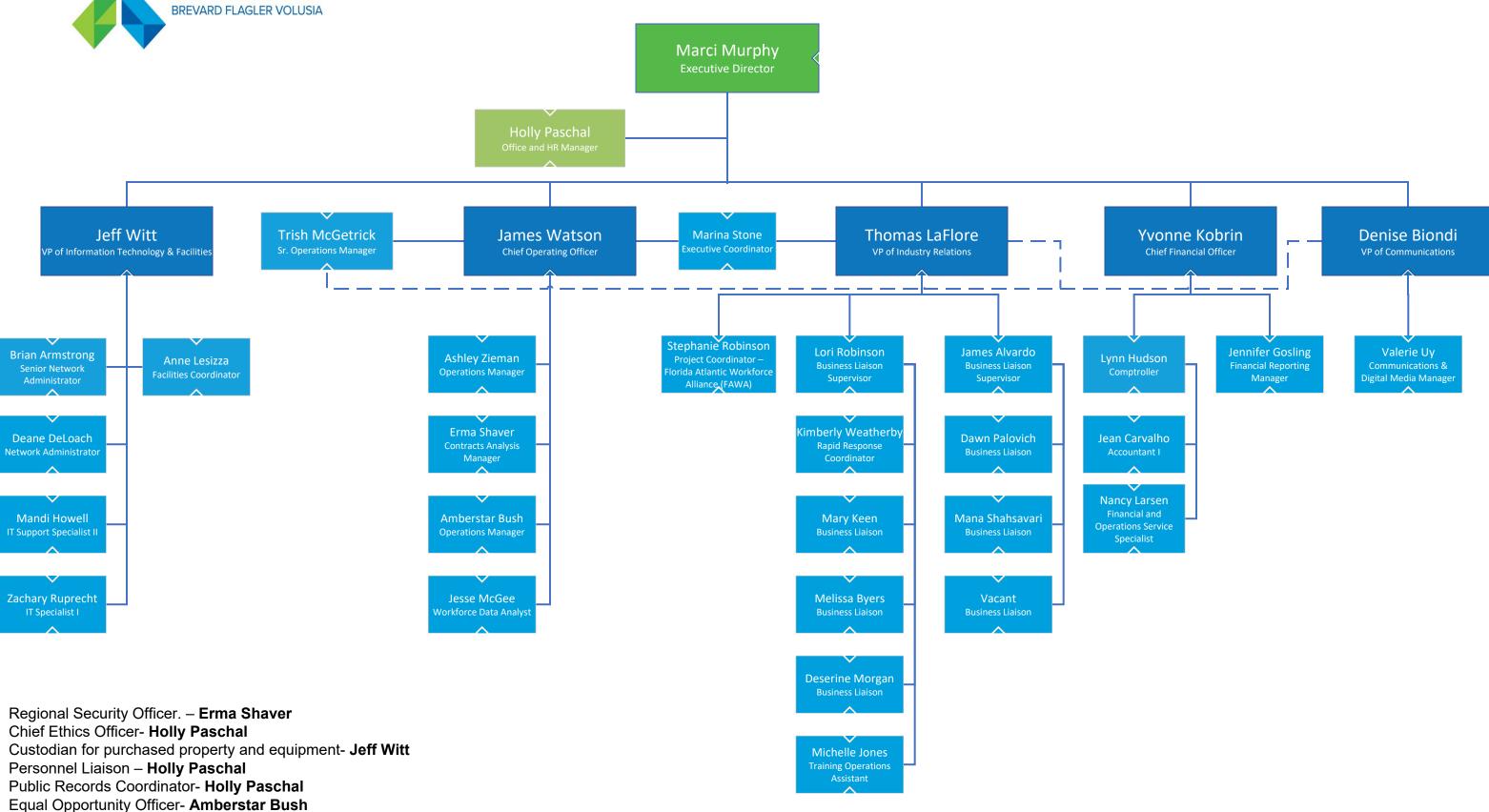
Ally Paschal

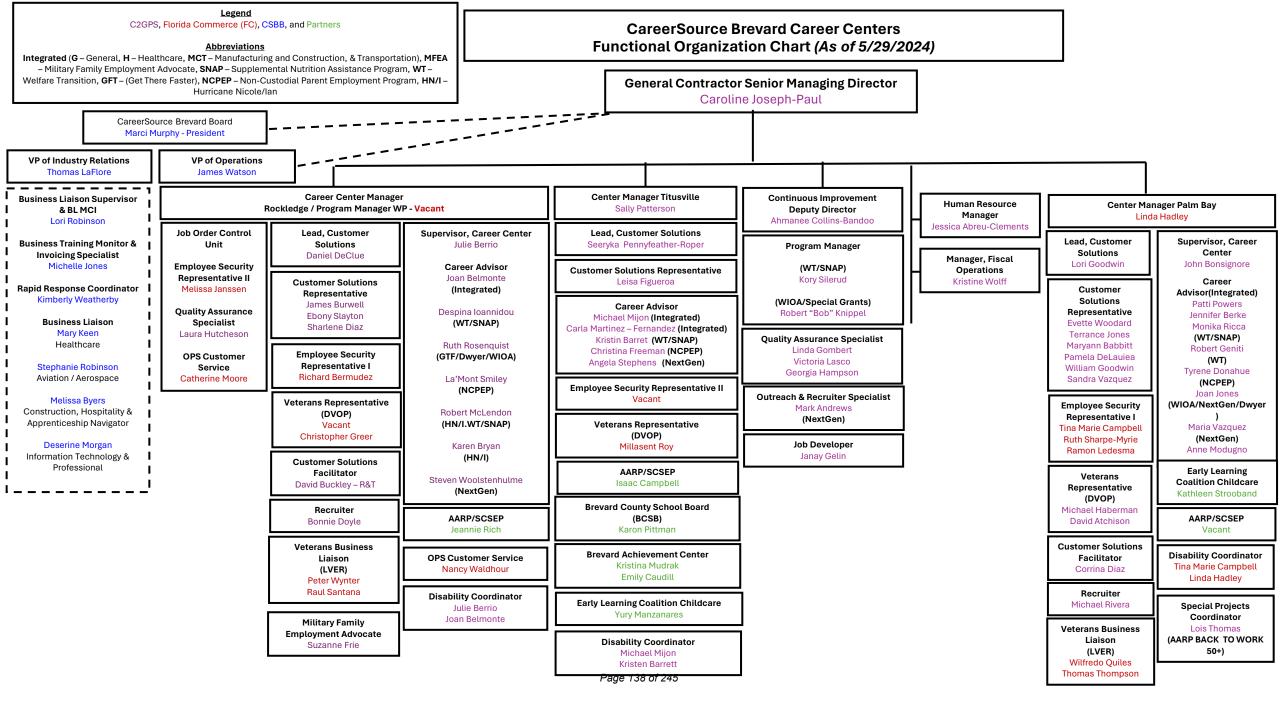
**Board Secretary:** 



Person who promotes opportunities for persons with disabilities- Amberstar Bush

# **Careersource Brevard Flagler Volusia Organization Chart**





Career Center Org Chart for Flagler and Volusia are currently being updated and will be available and inserted here once complete.



### **Services Contract**

# ONE-STOP OPERATOR AND WORKFORCE SERVICES

Between

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

And

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



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

# Title 2 – Subtitle A – Chapter II – Part 200 – Subpart D - §200.332: Requirements for pass-through entities.

a) The following sub-award information is provided by CareerSource Brevard, the Pass-Through Entity, to C2 Global Professional Services, LLC, the Sub-Recipient. If/when any of these data elements changes, the change(s) will (also) be included in any subsequent sub-award modification(s).

(1) 1 Cuciai Awara lucitinication.	
Cub Desinient Name:	C2 Global Professional Services, LLC
Sub-Recipient Name:	C2 Global Professional Services, LLC
(must match the name associated with its unique	
entity identifier)	DUNG #84 784 8888
Sub-Recipient's unique entity identifier:	DUNS #04-731-2286
Federal Award Identification Number (FAIN):	AA347622055A12 - WIOA Adult/Youth/DW
	G2101FLTANF - Welfare Transition
	ES333871955A12 - Wagner Peyser/MFEA DV357892155512 - DVOP/LVER
	205FL412Q7503 - SNAP
	UI344902060A12 - RESEA
	DW311631760A12 - NEG Irma
	DW331671960A12 - NEG Opioid
	DW340171960A12 - NEG Dorian
	DW346572060A12 - NEG COVID-19
	B17DM120001 - CDBG Disaster Recovery
Federal Award Date(s):	July 1, 2021, April 1, 2021
Sub-Award Period of Performance Start/End	July 1, 2021 – June 30, 2022
Dates:	,, .,
Sub-Award Budget Period Start/End Dates:	July 1, 2021 – June 30, 2022
Amount of Federal funds obligated by this action:	\$4,274,900
Total amount of Federal funds obligated to the	\$4,274,900
Sub-Recipient:	
Total approved cost sharing or matching:	N/A
Federal award project description:	One-Stop Services
Name of Federal Awarding Agency; Pass-	Federal Awarding Agency(ies):
Through Entity; and, Contact Information	For WIOA/WP/DVOP/LVER/SNAP/RESEA/CDBG:
	U.S. Dept. of Labor through State of Florida, Dept. of
	Economic Opportunity
	For TANF: U.S. Dept. of Health and Human Services
	through State of Florida, Dept. of Economic
	Opportunity
	Pass-Through Entity: CareerSource Brevard
	Contact Information: Jana Bauer, Program and
	Contracts Officer, jbauer@careersourcebrevard.com
Assistance Listing Number and Title: (CFDA)	11.611, 17.268, 17.207, 17.801, 17.225, 17.245,
	17.258, 17.259, 17.278, 17.277, 10.561, 93.558
Is this sub-award for R&D?	No
Indirect cost rate for the Federal Award:	12.85%



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#### Part 1 - Assurances

#### 1. PARTIES TO CONTRACT

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

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

#### 2. CONTRACT TYPE AND AMOUNT

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

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

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

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

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



#### 3. PERIOD OF PERFORMANCE

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

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

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

#### 4. NOTICES AND COMMUNICATION

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

Contractor:

Chakib Chehadi, CEO
C2 Global Professional Services, LLC

P.O. Box 92377

Austin, TX 78709-2377 Phone: 512-577-3313

Email: <a href="mailto:chakib@c2gps.net">chakib@c2gps.net</a>

**BWDB**:

Jana Bauer, Program and Contracts Officer Brevard Workforce Development Board, Inc. 297 Barnes Blvd.

Rockledge, FL 32955 Phone: 321-394-0696

Email: jbauer@careersourcebrevard.com

- 4.1 Contractor shall notify BWDB in writing of any material change in its financial condition, which could significantly affect the Contractor's ability to perform or comply with the provisions of this Contract, within three (3) business days. Notification may be made verbally only if followed by a written notification within five (5) business days of the Contractor's learning of the material change. Material changes include, but are not limited to the following:
  - Bankruptcy of the Contractor,
  - Resignation or transfer of key staff members,
  - Lawsuits or other legal action that may materially impact the financial viability of Contractor,
  - Official investigations of fraud or abuse on the part of Contractor's staff, officers, or directors, AND/OR
  - Theft or loss of funds or equipment that support the contracted activities.
- 4.2 Contractor shall notify BWDB in writing of the receipt of any Federal, State, or local grant that may materially affect the quality or cost of the services provided under this Contract. In such case, the BWDB shall have the right to renegotiate the price or deliverable performance, or at the BWDB's option, terminate this Contract in part or whole.

#### 5. ASSIGNMENT AND SUBCONTRACTS

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



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

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

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

#### 6. MODIFICATIONS

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

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

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

#### 7. TERMINATION

- 7.1 <u>Termination at Will</u>: BWDB may terminate this Contract with or without cause by giving sixty (60) days written notice to Contractor.
- 7.2 <u>Termination for Breach</u>: Upon breach of this Contract by Contractor, BWDB may terminate this Contract by written notice to Contractor. This written notice of termination shall be sent via certified mail, return receipt requested.

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

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

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



#### 8. DISPUTE RESOLUTIONS

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

#### 9. INTERPRETATION

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

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

#### 10. PAYMENT AND BUDGET

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

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

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

Chakib Chehadi, CEO C2 Global Professional Services, LLC P.O. Box 92377

Austin, TX 78709-2377 Phone: 512-577-3313

Email: <a href="mailto:chakib@c2gps.net">chakib@c2gps.net</a>

With a copy to:
Patrick Mele, CFO
C2 Global Professional Services, LLC

Phone: 512-538-4053 Email: pat@c2gps.net

10.1 <u>Budget:</u> Contractor shall follow the line items and cost allocations in Attachment C, Budget.

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



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

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

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

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

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

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

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

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

- 10.4 <u>Indirect Cost Rate:</u> Contractor has opted to accept a rate less than the de minimis maximum rate of 10%. For the base period of this contract, the Indirect Cost rate is 8.0%. Indirect costs in the contract budget are 8.0% of Total Direct Costs. Indirect costs will be billed monthly at a proportional amount (8%) of the modified total direct costs (MTDC).
- 10.5. <u>Incentive Fee:</u> Total Incentive Fee for the base contract period of performance shall not exceed 6.0% of total direct costs. The total amount of Incentive Fee available for the base contract period is \$224,995, consisting of \$201,100 for general contact programs; \$990 for the NEG Irma grant; \$10,095 for the NEG Recovery grant (Brevard Recovery Works); \$568 for the NEG Dorian grant; \$2,447 for the NEG COVID-19 grant; and \$9,795 for the Rebuild Florida grant. See <u>Section 11. Performance</u> for a detailed breakdown of elements of performance and the corresponding incentive payments.

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



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

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

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

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

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

#### AND

- 6. Detailed tapes and/or highlighted numbers on the invoices to support amounts listed on the payment requests.
- 10.6.2. <u>Invoice Variances:</u> BWDB expects the following items will occur or payment may be denied for any variances until corrected by contractor:



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

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

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

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



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

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

#### 11.PERFORMANCE

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

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



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

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

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



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

- C. **Element C Programmatic Monitoring** Contractor meeting or exceeding a minimum score of 75 or higher on the BWDB performance evaluation (see below) related to programmatic monitoring results based on the following criteria:
  - 1. Historical trend comparison of findings, observations, and systemic issues noted in monitoring results conducted in the current contract period to most recent past monitoring results.
  - 2. Percentage of change in the total number of findings, observations and systemic issues between the monitoring exit reports to final report data.
  - 3. Percentage of demonstrated system changes annotated in contractor's Corrective Action Plan that have resulted in improvements to monitoring results.

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

#### PERFORMANCE EVALUATION MATRIX

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

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

#### 12.TRAVEL POLICY

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

#### 13. AUDITS AND MONITORING

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



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

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

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

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

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

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

#### 14.INTERNAL FINANCIAL CONTROLS

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

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

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

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



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

#### 15. INSURANCE

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

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

#### 16. RELIGIOUS OR POLITICAL ACTIVITY AND NEPOTISM

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

#### 17. CONFLICT OF INTEREST

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



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

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

#### 18. PROGRAM INCOME

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

#### 19. PUBLIC RELATIONS

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

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

#### 20. REPORTS AND DELIVERABLES

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

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

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#### Part 2 - Statement of Work

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

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

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

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

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

#### 1. GENERAL SERVICES

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



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

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



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



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



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

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



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



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

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



#### 2. EMPLOYER SERVICES

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

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

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

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



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



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

#### 3. JOBSEEKER SERVICES

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



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

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

Contractor services also include, but are not limited to:

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



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



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

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



- Adult education and literacy activities in combination with services described above
- 3.14.2. A Scholarship Unit (SU) serves as a catalyst for providing financial aid for training and supportive services to eligible customers. The SU reviews and approves all training and supportive services. The SU is comprised of senior contractor and Board staff who review the information compiled by the front-line staff to ensure that the training opportunity is appropriate and a good investment of public funds. Each member of the SU votes independently. The SU process is conducted electronically and allows SU members to ask questions of the front-line staff and receive clarification before casting their vote. BWDB currently allocates an average of \$1,200,000 per annum to Scholarship Unit funding. Contractor will provide oversight and be responsible for convening the SU and will manage a variety of customer training requests including, Individual Training Accounts (ITA's), Work-based Training (On-the-Job Training & Work Experience), Transitional Jobs, Employed Worker Training, Customized Training and Support Services. Responsibilities include, but not limited to the following:
  - 3.14.2.1. Submit scholarship applications on a timely basis for timely training fund approval and closing accounts upon completion.
  - 3.14.2.2. Supply accurate and complete customer information in to the SU's decision-making process.
  - 3.14.2.3. Provide accurate and objective assessment information, comprehensive, fully developed career plans, customer's financial attributes, and comprehensive case management insights concerning the customer.
  - 3.14.2.4. Ensure that skills training is market driven with priority given to high wage/high demand occupations on the Regional Targeted Occupation List (RTOL) and identified by BWDB.

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

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

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

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



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

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

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

- 4.1. The following two major elements are required:
  - 4.1.1. Orientation or Program Overview; and
  - 4.1.2. Intake/Screening for:
    - Domestic Violence
    - Medical limitations
    - Substance Abuse and Mental Health
    - Up-front Diversion
- 4.2. Additionally, CSBCC Contractor staff provides or refers customers to job skills training, GED training, work experience programs, childcare and transportation assistance to low-income families with children including:
  - Individuals receiving TANF that are subject to the Welfare Transition work requirements who have been referred by the Department of Children and Families (DCF)
  - Former TANF recipients who are eligible for transitional benefits
  - Individuals who are eligible for TANF but are not on TANF
  - Non-custodial parents of the children of Welfare Transition program customers
- 4.3. Contractor will refer to partner agencies eligible youth customers for additional services associated with teen pregnancy prevention and assistance for teen parents.
- 4.4. Contractor will be required to consistently monitor and track Welfare Transition customers' progress for the purpose of determining non-compliance with the Welfare Transition Program's participation requirements. While front line staffing specialists provide WT assessment and case management, Contractor will be responsible for reviewing case files for completeness, and monitoring and tracking WT customer compliance. Compliance is tracked from the first date of expected participation through completion of all planned activities, including employment retention. Non-compliance requires the Contractor to make any recommendations to the DCF on sanctioning in accordance with State quidelines.



- 4.4.1. Provide an evaluation plan including benchmarks, data collection points, proposed analyses, and persons/positions accountable for the compliance monitoring you propose to implement.
- 4.5. Florida's Supplemental Nutrition Assistance Program (SNAP) Employment & Training (E&T) program is designed to help Able-Bodied Adults without Dependents (ABAWD) gain skills, training, and/or work experience that will increase their ability to move directly into employment. The SNAP is an integrated part of the workforce system established in Florida Statutes Chapter 445 and Contractor is responsible for engaging food stamp recipients at the local level through the CSBCC's.
  - 4.5.1. An ABAWD is an individual who is between the ages of 18-49, does not have dependents, and does not meet an exemption outlined in 7 Code of Federal Regulations (CFR) 273.7(b) or an ABAWD exception outlined in 7 CFR 273.24(c).
  - 4.5.2. The Department of Children and Families (DCF) determines food stamp recipients' eligibility for benefits. DCF refers SNAP applicants, to include zero benefit households, to the SNAP E&T program, if they meet the criteria for mandatory participation
  - 4.5.3. Contractor will be required to offer employment services to SNAP recipients who:
    - Respond to an outreach letter issued by DCF,
    - Request workforce services as a result of:

Formal or informal referral from community partners;

Internet Information;

Word of mouth information regarding program; and,

Regional outreach by the BWDB.

- 4.5.4. Contractor will ensure program components are meaningful and enhance the employability of individual food stamp recipients and will engage SNAP recipients in one or more of the following components:
  - Job search;
  - Job search training;
  - Work experience;
  - Education and training;
  - Employment Retention Services to participants who gain employment after engaging in a qualifying program activity. This can include support services such as transportation, work related clothing/uniforms, testing fees, tools, supplies and equipment.
- 4.5.5. ABAWDs who are job ready and assigned to job search will be connected with the universal services offered through the Wagner-Peyser program to assist with continued skill building through employability skills workshops and job search, referral, and placement assistance.
- 4.5.6. Participants in the Temporary Assistance for Needy Families (TANF) work program or the Welfare Transition (WT) program are not eligible to participate in the SNAP E&T program.
- 4.5.7. SNAP performance Measures include:



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

#### 5. YOUNG ADULT (YOUTH) SERVICES

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

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

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

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

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

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



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

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

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

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

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

#### **Improving Education Achievement**

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

#### **Support for Youth**

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

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

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

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



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

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### Part 3 - Contract Provisions, Assurances and Agreement

#### 1. CONTRACT PROVISIONS INCORPORATED BY REFERENCE

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

- **United States Code**
- Code of Federal Regulations (CFR)
- Federal Register (FR)
- Federal Statutes (FS)
- Office of Management and Budget (OMB)
- Department of Economic Opportunity [DEO] (State Workforce Board Guidance, Policy, Memoranda, Communiques, Monitoring Tools, Etc.)
- Executive Orders (EO)
- **US** Department of Labor/Employment & Training
- > Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, Other Non-Profit and with Commercial Organizations, Foreign Governments, Organizations under the Jurisdiction of Foreign Governments, and International Organizations. (29 CFR Part 95 et al)
- > Workforce Innovation and Opportunity Act (PL 113-128 (29 U.S.C. Sec. 3101, et seq.) and associated Final Rules
- ➤ Veteran's Priority of Service (38 USC 4215 and 20 CFR 1010)
- > Hatch Act (5 USC 1501-1508 and 7328)
- ➤ USDOL-ETA, TEGL 5-06, Implementation of Public Law 109-234, Section 7013, which limits salary and bonus compensation of recipients and subrecipients of funds appropriated to the Employment and Training Administration and states that funds shall not be used to pay the salary and bonuses of an individual, either as direct or indirect costs, at a rate in excess of Executive Level II for ETA appropriated funds.
- > USDOL-ETA, TEGL 15-14, Implementation of the New Uniform Guidance Regulations
- > Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter II, Parts 200 and 2900,
- ➤ Purchase of American-Made Equipment and Products (PL 103-333 §507)
- ➤ Public announcements and advertising (PL 103-333 §508)
- Audit Requirements for Grants, Contracts and Other Agreements (29 CFR, Part 96)
- Effect of Judgment Lien on Eligibility for Federal Grants, Loans or Programs (28USC § 3201(e)
- New Restrictions on Lobbying (31 USC § 1352, 29 CFR part 93, FS 216.347)
- Debarment and Suspension (Subpart C of 2 CFR Part 1326, and 29 CFR 98, 45 CFR 74 and EO 12549 and 12689)
- ➤ Inspector General Act of 1978 (5 USC App.3 § 1 et seq.)

  ➤ Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702; 29 CFR 94 and 45 CFR 82)
- ➤ Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801-3812)
- False statements (18 U.S.C. §§ 287 and '1001)
  False Claims Act (31 U.S.C. 3729 et seq.)
- Public Entity Crimes (FS 287.133)
- Confidential Records (FS 119.021)
- > Rights to Inventions Made by Nonprofit Organizations and Small business Firms Under Government Grants, Contracts and Cooperative Agreements (37 CFR Part 401)
- Clean Air Act (42 U.S.C. §§ 7401 et seq.)
- Clean Water Act (33 U.S.C. §§1251 et seq.)
- Safe Drinking Water Act, as amended (PL 93-253)
- Environmental Protection Agency regulations (40 CFR part 15)
- ▶ PL 91-190 and EO 11514 National Environmental Policy Act; EO-11738, EO 11988, 16 USC 1451 et seq. Coastal Zone Management Act; PL 94-163 Energy Policy and Conservation Act, Energy Efficiency; Endangered Species Act PL 93-205: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Act
- ➤ Resource Conservation and Recovery Act (PL 94-580 as codified at 42 USC 6962)
- Environmental Tobacco Smoke (PL 103-227 Part C)
- ▶ Pro-Children Act. (20 U.S.C. 6083 and Public Law 103277)
- ➤ Trafficking Victims Protection Act of 2000 (2CFR 175)
- ➤ Equal Treatment for Faith-Based Organizations (29 CFR 2, Part D)
- Equal Employment Opportunity (E.O. 11246, as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.")
- Civil Rights Act of 1964 Title IV as amended (42 U.S.C. 2000d et seq. and 42 U.S.C. sections 3601 et seq.)
- Rehabilitation Act of 1973 as amended (29 U.S.C. 794, Section 504)
- ➤ Education Amendments of 1972 Title IX as amended (20 U.S.C. 1681 et. seq)



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

#### 2. ASSURANCES

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

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

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

Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIOA financially assisted program or activity, and to all agreements Contractor makes to carry out the WIOA financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

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

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

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



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

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

#### 3. AGREEMENT AND SIGNATURE

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

C2 Global Professional Services, LLC

Brevard Workforce Development Board Inc.

Marci Murphy
Marci Murphy, President

06 / 24 / 2021

Date



### Part 4 - Attachments

ATTACHMENT A: Monthly Request for Payment

ATTACHMENT B: Quarterly Request for Withheld Cost

ATTACHMENT C: Budget Summary

ATTACHMENT D: Expenditure Schedule

ATTACHMENT E: Career Center Standards

ATTACHMENT F: Performance Standards

ATTACHMENT G: Schedule of Reports and Deliverables



#### **Modification of Contract**

Between

# Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard

And

#### C2 Global Professional Services, LLC

This Modification Number 8 of Contract, hereinafter referred to as Modification, is made effective and provided by and between **Brevard Workforce Development Board, Inc.**, d/b/a **CareerSource Brevard** hereinafter referred to as **CSB** or **CareerSource Brevard**, and **C2 Global Professional Services, LLC**, hereinafter referred to as **Contractor**.

CSB and the Contractor entered into a contractual agreement effective July 1, 2021, hereinafter referred to as the Contract in this Modification, for the purpose of providing One-Stop Operator and Workforce Services, with Modification Number 1 (November 1, 2021), Modification Number 2 (March 1, 2022), Modification Number 3 (June 21, 2022), Modification Number 4 (July 1, 2022), Modification Number 5 (April 6, 2023), Modification Number 6 (February 1, 2023), Modification Number 7 (September 5, 2023). This Modification Number 8 is written and signed to modify program funding and budgets and to provide the updated Attachment E - Career Center Standards Reviews Tool. This modification is effective April 9, 2024 regardless of the date of signing.

# Both parties agree to the following modification applied to Contract No. CSB20-600-02 and dated April 9, 2024:

- Budget and contract amounts are supplemented and realigned to reflect the following:
  - 1.1 Decrease of the total contract budget by \$25,495, including:
    - 1.1.1. Increase of AARP 2023 by \$3
    - 1.1.2. Increase of AARP 2024 by \$20,406, to cover portion of Special Projects Coordinator's pay
    - 1.1.3. Increase of HOPE Florida WIOA Funding by \$8,524, to cover portion of staff wages for case management/career services
    - 1.1.4. Increase of HOPE Florida WP Funding by \$6,765, to cover portion of staff wages for HOPE Navigator activities
    - 1.1.5. Decrease of Hurricanes Ian/Nicole 2022 by \$41,214
    - 1.1.6. Decrease of Recovery Navigator by \$18,927, grant ended February 2024
    - 1.1.7. Decrease of NCPEP Non-Custodial Parent Employment Program by \$1,052



#### 2. Subaward

- 2.1. Amount of Federal funds obligated by this action: \$3,739,077
- 2.2. Total amount of Federal funds obligated to the Sub-Recipient: \$3,739,077
- 2.3. Total amount of Non-Federal funds obligated to the Sub-Recipient: \$33,830

#### 3. Part 1, Assurances:

3.1. Paragraph 2, Contract Type and Amount:

The amount not to exceed for the base contract is \$3,772,907

All costs and pricing are in accordance with C2 GPS's submitted and CSB accepted budget as of April 9, 2024. A total of \$553,806 is specifically allotted for the following efforts through June 30, 2024

- 1) Staff support for AARP 2023 (\$13,424)
- 2) Staff support for AARP- 2024 (\$20,406)
- 3) Staff support for FAWA (\$73,325)
- 4) Staff support for Get There Faster (\$43,704)
- 5) Staff support for HOPE Florida WIOA Funding (\$8,524)
- 6) Staff support for HOPE Florida WP Funding (\$6,765)
- 7) Staff support for Hurricane lan/Nicole (\$141,506)
- 8) Staff support for NCPEP (\$162,918); for the entire period with fractional FTE's of staff otherwise dedicated to One-Stop Operations.
- 9) Staff support of the Recovery Navigator (\$20,862)
- 3.2. Section 10.5, <u>Incentive Fee</u>: Total Incentive Fee for Option 2 contract period of performance shall not exceed 6% of total direct costs. The total amount of Incentive Fee available for Option 2 contract period is \$198,574 consisting of \$172,709 for general contract programs, \$707 for AARP 2023, \$1,074 for AARP 2024, \$3,859 for FAWA, \$2,300 for Get There Faster, \$449 for HOPE Florida WIOA Funding, \$356 for HOPE Florida WP Funding, \$7,448 for Hurricane IAN/Nicole, \$8,575 for NCPEP Non-Custodial Parent Employment Program, and \$1,098 for Recovery Navigator.
- 3.3 Section 10.5, Profit/Income: Elements A, B and C are hereby modified as follows:

Element A – Minimum Performance

The amount available for Element A for the base contract is \$109,216

Element B – Accelerated Performance

The amount available for Element B for the base contract is \$59,572

Element C – Programmatic Monitoring

The amount available for Element C for the base contract is \$29,786



3.4 Section 1.28, General Services – The Career Center Standards Review Tool has been updated to ensure all elements are covered and to allow a more comprehensive up-front desk review.

#### 4. Part 3 – Attachments:

- 4.1. Attachments A: Monthly Request for Payment, B: Quarterly Request for Withheld Cost, C: Budget Summary and D: Expenditure Schedule for Reimbursable Costs are hereby modified to reflect budgeted funds for the base contract.
- 4.2. Attachment E: Career Center Standards Review Tool has been updated to

As a result of the above, Attachments A, B, C, D, and E of the Contract are hereby revised and replaced in their entirety.

#### <u>Agreement</u>

The Parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

The parties hereto agree to the above terms and conditions and have caused this Modification of Contract to be executed by their undersigned officials as duly authorized. The acceptance of this Agreement may be made by facsimile or electronic transmission. Receipt of the facsimile or electronic transmission shall, for the purpose of this Agreement, be deemed to be an original, including signatures.

FOR: C2 Global Professi LLC	ional Services,	FOR: Brevard Workforce Development Board Inc. d/b/a CareerSource Brevard					
chakib chehadi	04/24/2024	Marci Murphy	04 / 30 / 2024				
	Date		Date				

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### BREVARD WORKFORCE DEVELOPMENT BOARD - MONTHLY REQUEST FOR PAYMENT GENERAL SERVICES

Contractor Name and Address:

C2 Global Professional Services LLC

5620 Oak Boulevard Austin, TX 78735

Contract Number:	CSB20-600-	-002 (Mod 8)
Contract Term:	1-Jul-23	30-Jun-24
Report Number:		
Month Ending:		

Cost Categories		TOTAL CASH D	ISBURSEMENTS	1			REIMBURSA	BLE CASH DISB	URSEMENTS			YTI	YTD ITA STAFF COSTS		
Cost Categories	Budget	New YTD	Less: Prior YTD	Current Month	Budget	Prior YTD	Titusville	Rockledge	Palm Bay	Total Request	New YTD	Adult Training	DW Training	Youth W/E	
Salaries	2,204,036				2,204,036										
Fringe Benefits	656,351				656,351										
Staff Travel	12,000				12,000										
DEO Travel	6,000				6,000										
Staff Development	-				-										
Office Costs	100				100										
Professional Fees	-				-										
Indirect Costs	230,279				230,279										
Incentive Fee	172,709				-										
TOTAL COSTS	3,281,475	-	-	-	3,108,766	-	-	-	-	-	-	-		-	

#### Certification

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 37293730 and 38013812).

Signed Date

#### Column Descriptions

- #1 Budget = Total contract line-item budget per Attachment C.
- #2 New YTD = Total general ledger cost recorded to date.
- #3 Prior YTD = New YTD entries from previous monthly report.
- #4 Current Month = New YTD column less Prior YTD column.
- #5 Budget = Cost reimbursable portion of contract budget.
- #6 Prior YTD = New YTD entries from previous monthly report.
- #7,8,9 = Current month reimbursable costs for each location. #10 Total Request = Sum of reimbursable costs for all locations.
- #10 Total Request = Sum of reimbursable costs for all locations #11 New YTD = Prior YTD column plus Total Request column.
- #12,13,14 YTD ITA = ITA staff costs included in New YTD column.

Total Payment Amount Requested:	
BWDB Approved for Payment by:	
 Finance Director	President

### BREVARD WORKFORCE DEVELOPMENT BOARD - MONTHLY REQUEST FOR PAYMENT AARP BTW 50+ 2023

Contractor Name and Address:
C2 Global Professional Services LLC
5620 Oak Boulevard
Austin, TX 78735

Contract Number:	CSB20-600	-002 (Mod 8)
Contract Term:	1-Jul-23	30-Jun-24
Report Number:		
Month Ending:		

Cost Categories		TOTAL CASH D	ISBURSEMENTS		REIMBURSABLE CASH DISBURSEMENTS						
Cost Categories	Budget	New YTD	Less: Prior YTD	Current Month	Budget	Prior YTD	Titusville	Rockledge	Palm Bay	Total Request	New YTD
Salaries	10,774				10,774						
Fringe Benefits	977				977						
Staff Travel	24				24						
DEO Travel	-				-						
Staff Development	-				-						
Office Costs	-										
Professional Fees	-										
Indirect Costs	942				942						
Incentive Fee	707										
TOTAL COSTS	13,424	-	-	-	12,717	-	-	-	-	-	

Certification	Column Descriptions	
By signing this report, I certify to the best of my knowledge and belief that the report is true,	#1 Budget = Total contract line-item budget per Attachment C.	Total Payment Amount Requested:
complete, and accurate, and the expenditures, disbursements and cash receipts are for the	#2 New YTD = Total general ledger cost recorded to date.	
purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact,	#3 Prior YTD = New YTD entries from previous monthly report.	
may subject me to criminal, civil or administrative penalties for fraud, false statements, false	#4 Current Month = New YTD column less Prior YTD column.	
	#5 Budget = Cost reimbursable portion of contract budget.	BWDB Approved for Payment by:
38013812).	#6 Prior YTD = New YTD entries from previous monthly report.	
	#7,8,9 = Current month reimbursable costs for each location.	
	#10 Total Request = Sum of reimbursable costs for all locations.	
Signed Date	#11 New YTD = Prior YTD column plus Total Request column.	Finance Director President

## BREVARD WORKFORCE DEVELOPMENT BOARD - MONTHLY REQUEST FOR PAYMENT AARP BTW 50+ 2024

Contractor Name and Address:
C2 Global Professional Services LLC
5620 Oak Boulevard
Austin, TX 78735

Contract Number:	CSB20-600-	-002 (Mod 8)
Contract Term:	1-Jul-23	30-Jun-24
Report Number:		
Month Ending:		

Cost Categories	TOTAL CASH DISBURSEMENTS			REIMBURSABLE CASH DISBURSEMENTS							
Cost Categories	Budget	New YTD	Less: Prior YTD	Current Month	Budget	Prior YTD	Titusville	Rockledge	Palm Bay	Total Request	New YTD
Salaries	16,300				16,300						
Fringe Benefits	1,600				1,600						
Staff Travel											
DEO Travel	-				-						
Staff Development	-				-						
Office Costs	-				-						
Professional Fees	-				-						
Indirect Costs	1,432				1,432						
Incentive Fee	1,074										
TOTAL COSTS	20,406	-	-	-	19,332	-	-	-	-	-	

Certification	on		Column Descriptions		
By signing this report, I certify to the best of my kno	•	#1	Budget = Total contract line-item budget per Attachment C.	Total Payment Amount Requested:	
complete, and accurate, and the expenditures, disb	·	#2	New YTD = Total general ledger cost recorded to date.		
purposes and objectives set forth in the terms and o		#3	Prior YTD = New YTD entries from previous monthly report.		
aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false		#4	Current Month = New YTD column less Prior YTD column.		
claims or otherwise. (U.S. Code Title 18, Section 10		#5	Budget = Cost reimbursable portion of contract budget.	BWDB Approved for Payment by:	
38013812).		#6	Prior YTD = New YTD entries from previous monthly report.		
		#7,	8,9 = Current month reimbursable costs for each location.		
		#10	Total Request = Sum of reimbursable costs for all locations.		
Signed	Date	#11	New YTD = Prior YTD column plus Total Request column.	Finance Director	President

## BREVARD WORKFORCE DEVELOPMENT BOARD - MONTHLY REQUEST FOR PAYMENT FAWA - FLORIDA ATLANTIC WORKFORCE ALLIANCE

Contractor Name and Address:
C2 Global Professional Services LLC
5620 Oak Boulevard
Austin TX 78735

Contract Number:	<b>mber:</b> CSB20-600-002 (Mo				
Contract Term:	1-Jul-23	30-Jun-24			
Report Number:					
Month Ending:					

Cost Categories	Cost Categories TOTAL CASH DISBURSEMENTS			REIMBURSABLE CASH DISBURSEMENTS							
Cost Categories	Budget	New YTD	Less: Prior YTD	Current Month	Budget	Prior YTD	Titusville	Rockledge	Palm Bay	Total Request	New YTD
Salaries	49,928				49,928						
Fringe Benefits	14,392				14,392						
Staff Travel											
DEO Travel	-				-						
Staff Development	-				-						
Office Costs	-				-						
Professional Fees	-				-						
Indirect Costs	5,146				5,146						
Incentive Fee	3,859										
TOTAL COSTS	73,325	-	_	-	69,466	-	-	-	-	-	-

Certification	Column Descriptions	
By signing this report, I certify to the best of my knowledge and belief that the report is true,	#1 Budget = Total contract line-item budget per Attachment C.	Total Payment Amount Requested:
complete, and accurate, and the expenditures, disbursements and cash receipts are for the	#2 New YTD = Total general ledger cost recorded to date.	
purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact,	#3 Prior YTD = New YTD entries from previous monthly report.	
may subject me to criminal, civil or administrative penalties for fraud, false statements, false	#4 Current Month = New YTD column less Prior YTD column.	
	#5 Budget = Cost reimbursable portion of contract budget.	BWDB Approved for Payment by:
38013812).	#6 Prior YTD = New YTD entries from previous monthly report.	
	#7,8,9 = Current month reimbursable costs for each location.	
	#10 Total Request = Sum of reimbursable costs for all locations.	
Signed Date	#11 New YTD = Prior YTD column plus Total Request column.	Finance Director President

### BREVARD WORKFORCE DEVELOPMENT BOARD - MONTHLY REQUEST FOR PAYMENT HOPE Florida - WIOA

Contractor Name and Address:
C2 Global Professional Services LLC
5620 Oak Boulevard
Austin, TX 78735

Contract Number:	CSB20-600-002 (Mod 8)			
Contract Term:	1-Jul-23	30-Jun-24		
Report Number:				
Month Ending:				

Cost Categories TOTAL CASH DISBURSEMENTS			REIMBURSABLE CASH DISBURSEMENTS								
Cost Categories	Budget	New YTD	Less: Prior YTD	Current Month	Budget	Prior YTD	Titusville	Rockledge	Palm Bay	Total Request	New YTD
Salaries	5,800				5,800						
Fringe Benefits	1,677				1,677						
Staff Travel											
DEO Travel	-				-						
Staff Development	-				-						
Office Costs	-				-						
Professional Fees	-				<u>-</u>						
Indirect Costs	598				598						
Incentive Fee	449				-						
TOTAL COSTS	8,524	-	-	-	8,075	_	-	-	-	-	-

Certification	Column Descriptions	
By signing this report, I certify to the best of my knowledge and belief that the report is true,	#1 Budget = Total contract line-item budget per Attachment C.	Total Payment Amount Requested:
complete, and accurate, and the expenditures, disbursements and cash receipts are for the	#2 New YTD = Total general ledger cost recorded to date.	
purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact,	#3 Prior YTD = New YTD entries from previous monthly report.	
may subject me to criminal, civil or administrative penalties for fraud, false statements, false	#4 Current Month = New YTD column less Prior YTD column.	
	#5 Budget = Cost reimbursable portion of contract budget.	BWDB Approved for Payment by:
38013812).	#6 Prior YTD = New YTD entries from previous monthly report.	
	#7,8,9 = Current month reimbursable costs for each location.	
	#10 Total Request = Sum of reimbursable costs for all locations.	
Signed Date	#11 New YTD = Prior YTD column plus Total Request column.	Finance Director President

### BREVARD WORKFORCE DEVELOPMENT BOARD - MONTHLY REQUEST FOR PAYMENT HOPE Florida - WP

Contractor Name and Address:
C2 Global Professional Services LLC
5620 Oak Boulevard
Austin, TX 78735

Contract Number:	CSB20-600-	-002 (Mod 8)
Contract Term:	1-Jul-23	30-Jun-24
Report Number:		
Month Ending:		

Cost Categories TOTAL CASH DISBURSEMENTS				REIMBURSABLE CASH DISBURSEMENTS							
Cost Categories	Budget	New YTD	Less: Prior YTD	Current Month	Budget	Prior YTD	Titusville	Rockledge	Palm Bay	Total Request	New YTD
Salaries	4,600				4,600						
Fringe Benefits	1,334				1,334						
Staff Travel					-						
DEO Travel	-				-						
Staff Development	-				-						
Office Costs	-				-						
Professional Fees	-				-						
Indirect Costs	475				475						
Incentive Fee	356				-						
TOTAL COSTS	6,765	-	_	-	6,409	_	_	_	-	-	_

Certification	Column Descriptions	
By signing this report, I certify to the best of my knowledge and belief that the report is true,	#1 Budget = Total contract line-item budget per Attachment C.	Total Payment Amount Requested:
complete, and accurate, and the expenditures, disbursements and cash receipts are for the	#2 New YTD = Total general ledger cost recorded to date.	
purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact,	#3 Prior YTD = New YTD entries from previous monthly report.	
may subject me to criminal, civil or administrative penalties for fraud, false statements, false	#4 Current Month = New YTD column less Prior YTD column.	
claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 37293730 and	#5 Budget = Cost reimbursable portion of contract budget.	BWDB Approved for Payment by:
38013812).	#6 Prior YTD = New YTD entries from previous monthly report.	
	#7,8,9 = Current month reimbursable costs for each location.	
	#10 Total Request = Sum of reimbursable costs for all locations.	
Signed Date	#11 New YTD = Prior YTD column plus Total Request column.	Finance Director President

## BREVARD WORKFORCE DEVELOPMENT BOARD - MONTHLY REQUEST FOR PAYMENT GET THERE FASTER SERVICES

Contractor Name and Address:	
C2 Global Professional Services LLC	
5620 Oak Boulevard	
Austin, TX 78735	

Contract Number: CSB20-600-002 (Mod 8)
Contract Term: 1-Jul-23 30-Jun-24
Report Number:
Month Ending:

Cost Catogories	Cost Categories TOTAL CASH DISBURSEMENTS			REIMBURSABLE CASH DISBURSEMENTS							
Cost Categories	Budget	New YTD	Less: Prior YTD	Current Month	Budget	Prior YTD	Titusville	Rockledge	Palm Bay	Total Request	New YTD
Salaries	30,255				30,255						
	<u> </u>										
Fringe Benefits	8,082				8,082						
Ota# Tarrel											
Staff Travel	-				-						
DEO Travel	_				-						
Staff Development	-				-						
Office Costs	-				-						
Professional Fees	-				-						
Indirect Costs	3,067				3,067						
	2,301				2,201						
Incentive Fee	2,300				-						
TOTAL COSTS	43,704	-	-	-	41,404	-	-	-	-	-	<u>-</u>

Certification	Column Descriptions	
By signing this report, I certify to the best of my knowledge and belief that the report is true,	#1 Budget = Total contract line-item budget per Attachment C.	Total Payment Amount Requested:
complete, and accurate, and the expenditures, disbursements and cash receipts are for the	#2 New YTD = Total general ledger cost recorded to date.	
purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact,	#3 Prior YTD = New YTD entries from previous monthly report.	
may subject me to criminal, civil or administrative penalties for fraud, false statements, false	#4 Current Month = New YTD column less Prior YTD column.	
	#5 Budget = Cost reimbursable portion of contract budget.	BWDB Approved for Payment by:
38013812).	#6 Prior YTD = New YTD entries from previous monthly report.	
	#7,8,9 = Current month reimbursable costs for each location.	
	#10 Total Request = Sum of reimbursable costs for all locations.	
Signed Date	#11 New YTD = Prior YTD column plus Total Request column.	Finance Director President

### BREVARD WORKFORCE DEVELOPMENT BOARD - MONTHLY REQUEST FOR PAYMENT NEG - HURRICANE IAN 2022

Contractor Name and Address:
C2 Global Professional Services LLC
5620 Oak Boulevard
Austin, TX 78735

Contract Number:	CSB20-600-002 (Mod 8)		
Contract Term:	1-Jul-23	30-Jun-24	
Report Number:			
Month Ending:			

Cost Categories		TOTAL CASH D	ISBURSEMENTS		REIMBURSABLE CASH DISBURSEMENTS						
OUSI Calegories	Budget	New YTD	Less: Prior YTD	Current Month	Budget	Prior YTD	Titusville	Rockledge	Palm Bay	Total Request	New YTD
Outonia	400.000				400.000						
Salaries	100,000				100,000						
Fringe Benefits	24,128				24,128						
Staff Travel	-				-						
DEO Travel	-				-						
Staff Development	-				-						
Office Costs	-				•						
Professional Fees	-				•						
Indirect Costs	9,930				9,930						
Incentive Fee	7,448										
TOTAL COSTS	141,506	-	-	-	134,058	-	-	-	-	-	-

Certification	Column Descriptions	
By signing this report, I certify to the best of my knowledge and belief that the report is true,	#1 Budget = Total contract line-item budget per Attachment C.	Total Payment Amount Requested:
complete, and accurate, and the expenditures, disbursements and cash receipts are for the	#2 New YTD = Total general ledger cost recorded to date.	
purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact,	#3 Prior YTD = New YTD entries from previous monthly report.	
may subject me to criminal, civil or administrative penalties for fraud, false statements, false	#4 Current Month = New YTD column less Prior YTD column.	
	#5 Budget = Cost reimbursable portion of contract budget.	BWDB Approved for Payment by:
38013812).	#6 Prior YTD = New YTD entries from previous monthly report.	
	#7,8,9 = Current month reimbursable costs for each location.	
	#10 Total Request = Sum of reimbursable costs for all locations.	
Signed Date	#11 New YTD = Prior YTD column plus Total Request column.	Finance Director President

## BREVARD WORKFORCE DEVELOPMENT BOARD - MONTHLY REQUEST FOR PAYMENT NCPEP - NON CUSTODIAL EMPLOYMENT PROGRAM

Contractor Name and Address:	
C2 Global Professional Services LLC	
5620 Oak Boulevard	
Austin, TX 78735	

Contract Number:	CSB20-600-002 (Mod 8)			
Contract Term:	1-Jul-23	30-Jun-24		
Report Number:				
Month Ending:				

Cook Cotomovico		TOTAL CASH [	DISBURSEMENTS		REIMBURSABLE CASH DISBURSEMENTS						
Cost Categories	Budget	New YTD	Less: Prior YTD	Current Month	Budget	Prior YTD	Titusville	Rockledge	Palm Bay	Total Request	New YTD
Salaries	110,914				110,914						
Fringe Benefits	31,829				31,829						
Staff Travel	167				167						
DEO Travel	-				-						
Staff Development	-				-						
Office Costs	-				-						
Professional Fees	-				-						
Indirect Costs	11,433				11,433						
Incentive Fee	8,575										
TOTAL COSTS	162,918	-	-	-	154,343	-	-	-	-	-	-

Certification			Column Descriptions		
By signing this report, I certify to the best of my knowled	•	#1	Budget = Total contract line-item budget per Attachment C.	Total Payment Amount Requested:	
complete, and accurate, and the expenditures, disburse		#2	New YTD = Total general ledger cost recorded to date.		
purposes and objectives set forth in the terms and con- aware that any false, fictitious, or fraudulent information		#3	Prior YTD = New YTD entries from previous monthly report.		
may subject me to criminal, civil or administrative pena		#4	Current Month = New YTD column less Prior YTD column.		
claims or otherwise. (U.S. Code Title 18, Section 1001	· · · · · · · · · · · · · · · · · · ·	#5	Budget = Cost reimbursable portion of contract budget.	BWDB Approved for Payment by:	
38013812).		#6	Prior YTD = New YTD entries from previous monthly report.		
		#7,	3,9 = Current month reimbursable costs for each location.		
		#10	Total Request = Sum of reimbursable costs for all locations.		
Signed	Date	#11	New YTD = Prior YTD column plus Total Request column.	Finance Director	President

## BREVARD WORKFORCE DEVELOPMENT BOARD - MONTHLY REQUEST FOR PAYMENT RECOVERY NAVIGATOR SERVICES

Contractor Name and Address:	
C2 Global Professional Services LLC	
5620 Oak Boulevard	
Austin, TX 78735	

Contract Number:	CSB20-600	CSB20-600-002 (Mod 8)			
Contract Term:	1-Jul-23	30-Jun-24			
Report Number:					
Month Ending:					

Cost Categories TOTAL CASH DISBURSEMENTS REIMBURSABLE CASH DISBURSEMENTS			URSEMENTS								
Cost Categories	Budget	New YTD	Less: Prior YTD	Current Month	Budget	Prior YTD	Titusville	Rockledge	Palm Bay	Total Request	New YTD
Salaries	13,665				13,665						
Fringe Benefits	4,635				4,635						
Staff Travel					-						
DEO Travel	-				-						
Staff Development	_				_						
Staff Development	-				-						
Office Costs	_				_						
Professional Fees	-				-						
Indirect Costs	1,464				1,464						
Incentive Fee	1,098				-						
TOTAL COSTS	20,862	-	-	-	19,764	-	-	-	-	-	-

Certificat	tion		Column Descriptions		
By signing this report, I certify to the best of my kno	•	#1 Budget = 7	Total contract line-item budget per Attachment C.	Total Payment Amount Requested:	:
complete, and accurate, and the expenditures, dis	•	#2 New YTD :	= Total general ledger cost recorded to date.	_	
purposes and objectives set forth in the terms and		#3 Prior YTD	= New YTD entries from previous monthly report.		
aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 37293730 and		#4 Current Mo	onth = New YTD column less Prior YTD column.		
		#5 Budget = 0	Cost reimbursable portion of contract budget.	BWDB Approved for Payment by:	
38013812).		#6 Prior YTD	= New YTD entries from previous monthly report.		
	#7,8,9 = Curren	nt month reimbursable costs for each location.			
	#10 Total Requ	uest = Sum of reimbursable costs for all locations.			
Signed	Date	#11 New YTD	= Prior YTD column plus Total Request column.	Finance Director	President

30-Jun-24

#### BREVARD WORKFORCE DEVELOPMENT BOARD - QUARTERLY REQUEST FOR WITHHELD AMOUNTS **GENERAL SERVICES**

Contractor Name and Address:	Contract Number:	CSB20-600	0-002 (Mod 8)
C2 Global Professional Services LLC	Contract Term:	1-Jul-23	30-Jun
5620 Oak Boulevard	Report Number:		
Austin, TX 78735	Quarter Ending:		

Cost Categories	Withheld Amounts Budget	Year-To-Date Performance Payments	Year-To-Date Accelerated Payments	Year-To-Date Monitoring Payments	Year-To-Date Total Payments	Previous Total Payments	Total Payments This Request
0.1.:							
Salaries	-						
Fringe Benefits	-						
Staff Travel	-						
DEO Travel	-						
Staff Development	-						
Office Costs	-						
Professional Fees	-						
Indirect Costs	-						
Incentive Fee	172,709						
CONTRACT TOTALS	172,709	-	-	-	-	-	-

	Certificati	ion
p th	By signing this report, I certify to the best of my know complete, and accurate, and the expenditures, disbupurposes and objectives set forth in the terms and contract that any false, fictitious, or fraudulent information, or subject me to criminal, civil or administrative penaltic otherwise. (U.S. Code Title 18, Section 1001 and Title 18)	ursements and cash receipts are for the onditions of the Federal award. I am aware the omission of any material fact, may es for fraud, false statements, false claims o
	Signed	Date

Total Payment Amount Requested:	
BWDB Approved for Payment by:	
Finance Director	President

30-Jun-24

#### BREVARD WORKFORCE DEVELOPMENT BOARD - QUARTERLY REQUEST FOR WITHHELD AMOUNTS **AARP BTW 50+ 2023**

Contractor Name and Address: CSB20-600-002 (Mod 8) Contract Number: C2 Global Professional Services LLC Contract Term: 1-Jul-23 5620 Oak Boulevard Report Number: Austin, TX 78735 Quarter Ending:

Cost Categories	Withheld Amounts Budget	Year-To-Date Performance Payments	Year-To-Date Accelerated Payments	Year-To-Date Monitoring Payments	Year-To-Date Total Payments	Previous Total Payments	Total Payments This Request
Salaries	-						
Fringe Benefits	-						
Staff Travel	-						
DEO Travel	-						
Staff Development	-						
Office Costs	-						
Professional Fees	-						
Indirect Costs	-						
Incentive Fee	707						
CONTRACT TOTALS	707	-	-	-	-	-	-

Certification
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims of otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 37293730 and 38013812).
Signed Date

Total Payment Amount Requested:	
BWDB Approved for Payment by:	
Finance Director	President

CSB20-600-002 (Mod 8)

30-Jun-24

1-Jul-23

## BREVARD WORKFORCE DEVELOPMENT BOARD - QUARTERLY REQUEST FOR WITHHELD AMOUNTS AARP BTW 50+ 2024

Contract Name and Address:
C2 Global Professional Services LLC
5620 Oak Boulevard
Austin, TX 78735

Contract Number:
Contract Term:
Report Number:
Quarter Ending:

Cost Categories	Withheld Amounts Budget	Year-To-Date Performance Payments	Year-To-Date Accelerated Payments	Year-To-Date Monitoring Payments	Year-To-Date Total Payments	Previous Total Payments	Total Payments This Request
Salaries	-						
Fringe Benefits	-						
Staff Travel	-						
DEO Travel	-						
Staff Development	-						
Office Costs	-						
Professional Fees	-						
Indirect Costs	-						
Incentive Fee	1,074						
CONTRACT TOTALS	1,074	-	-	-	-	-	-

	Certification
t	y signing this report, I certify to the best of my knowledge and belief that the report is true, omplete, and accurate, and the expenditures, disbursements and cash receipts are for the urposes and objectives set forth in the terms and conditions of the Federal award. I am aware lat any false, fictitious, or fraudulent information, or the omission of any material fact, may ubject me to criminal, civil or administrative penalties for fraud, false statements, false claims of therwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 37293730 and 38013812).
	Signed Date

Total Payment Amount Requested:	
BWDB Approved for Payment by:	
Finance Director	President

Contrace No. CSB20-600-002 Attachment B-3

## BREVARD WORKFORCE DEVELOPMENT BOARD - QUARTERLY REQUEST FOR WITHHELD AMOUNTS FAWA FLORIDA ATLANTIC WORKFORCE ALLIANCE

Contractor Name and Address:	Contract Number:	ract Number: CSB20-600-002 (Mod		
C2 Global Professional Services LLC	Contract Term:	1-Jul-23	30-Jun-24	
5620 Oak Boulevard	Report Number:			
Austin, TX 78735	Quarter Ending:			

Cost Categories	Withheld Amounts Budget	Year-To-Date Performance Payments	Year-To-Date Accelerated Payments	Year-To-Date Monitoring Payments	Year-To-Date Total Payments	Previous Total Payments	Total Payments This Request
Salaries	-						
Fringe Benefits	-						
Staff Travel	-						
DEO Travel	-						
Staff Development	-						
Office Costs	-						
Professional Fees	-						
Indirect Costs	-						
Incentive Fee	3,859						
CONTRACT TOTALS	3,859	_	-	-	_	_	_

Certifica	tion
By signing this report, I certify to the best of my knot complete, and accurate, and the expenditures, disbi purposes and objectives set forth in the terms and chat any false, fictitious, or fraudulent information, or me to criminal, civil or administrative penalties for fra otherwise. (U.S. Code Title 18, Section 1001 and Ti	ursements and cash receipts are for the conditions of the Federal award. I am aware the omission of any material fact, may subject and, false statements, false claims or
Signed	Date

Total Payment Amount Requested:	
BWDB Approved for Payment by:	
Finance Director	President

Contract No. CSB20-600-002 Attachment A-3

## BREVARD WORKFORCE DEVELOPMENT BOARD -QUARTERLY REQUEST FOR WITHHELD AMOUNTS HOPE Florida - WIOA

Contractor Name and Address:Contract Number:CSB20-600-002 (Mod 8)C2 Global Professional Services LLCContract Term:1-Jul-2330-Jun-245620 Oak BoulevardReport Number:Austin, TX 78735Month Ending:

Cost Categories	TOTAL CASH DISBURSEMENTS			REIMBURSABLE CASH DISBURSEMENTS							
Cost Categories	Budget	New YTD	Less: Prior YTD	Current Month	Budget	Prior YTD	Titusville	Rockledge	Palm Bay	Total Request	New YTD
Salaries											
	1										
Fringe Benefits	-										
Staff Travel											
DEO Travel											
Ctoff Davidson											
Staff Development	1										
Office Costs											
Professional Fees											
Indirect Costs											
Incentive Fee	449				-						
TOTAL COSTS	449		_	-	-	_	_	-	-	_	

Certification	Column Descriptions	
By signing this report, I certify to the best of my knowledge and belief that the report is true,	#1 Budget = Total contract line-item budget per Attachment C.	Total Payment Amount Requested:
complete, and accurate, and the expenditures, disbursements and cash receipts are for the	#2 New YTD = Total general ledger cost recorded to date.	
purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact,	#3 Prior YTD = New YTD entries from previous monthly report.	
may subject me to criminal, civil or administrative penalties for fraud, false statements, false	#4 Current Month = New YTD column less Prior YTD column.	
	#5 Budget = Cost reimbursable portion of contract budget.	BWDB Approved for Payment by:
38013812).	#6 Prior YTD = New YTD entries from previous monthly report.	
	#7,8,9 = Current month reimbursable costs for each location.	
	#10 Total Request = Sum of reimbursable costs for all locations.	
Signed Date	#11 New YTD = Prior YTD column plus Total Request column.	Finance Director President

Contract No. CSB20-600-002 Attachment A-3

30-Jun-24

CSB20-600-002 (Mod 8)

1-Jul-23

## BREVARD WORKFORCE DEVELOPMENT BOARD - QUARTERLY REQUEST FOR WITHHELD AMOUNTS HOPE Florida - WP

Contractor Name and Address:
C2 Global Professional Services LLC
5620 Oak Boulevard
Austin, TX 78735

Contract Number:
Report Number:
Month Ending:

Cost Categories		TOTAL CASH DISBURSEMENTS			REIMBURSABLE CASH DISBURSEMENTS						
Cost Categories	Budget	New YTD	Less: Prior YTD	Current Month	Budget	Prior YTD	Titusville	Rockledge	Palm Bay	Total Request	New YTD
Salaries											
Fringe Benefits											
Staff Travel											
DEO Travel											
Staff Development											
Office Costs											
Professional Fees											
Indirect Costs											
Incentive Fee	356				-						
TOTAL COSTS	356	_	-	-	-	-	-	-	-	_	

Certification	Column Descriptions	
By signing this report, I certify to the best of my knowledge and belief that the report is true,	#1 Budget = Total contract line-item budget per Attachment C.	Total Payment Amount Requested:
complete, and accurate, and the expenditures, disbursements and cash receipts are for the	#2 New YTD = Total general ledger cost recorded to date.	
purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact,	#3 Prior YTD = New YTD entries from previous monthly report.	
may subject me to criminal, civil or administrative penalties for fraud, false statements, false	#4 Current Month = New YTD column less Prior YTD column.	
	#5 Budget = Cost reimbursable portion of contract budget.	BWDB Approved for Payment by:
38013812).	#6 Prior YTD = New YTD entries from previous monthly report.	
	#7,8,9 = Current month reimbursable costs for each location.	
	#10 Total Request = Sum of reimbursable costs for all locations.	
Signed Date	#11 New YTD = Prior YTD column plus Total Request column.	Finance Director President

CSB20-600-002 (Mod 8)

30-Jun-24

1-Jul-23

## BREVARD WORKFORCE DEVELOPMENT BOARD - QUARTERLY REQUEST FOR WITHHELD AMOUNTS GET THERE FASTER SERVICES

Contract Number:
C2 Global Professional Services LLC
5620 Oak Boulevard
Austin, TX 78735

Contract Number:
Contract Number:
Report Number:
Quarter Ending:

Cost Categories	Withheld Amounts Budget	Year-To-Date Performance Payments	Year-To-Date Accelerated Payments	Year-To-Date Monitoring Payments	Year-To-Date Total Payments	Previous Total Payments	Total Payments This Request
Salaries	-						
Fringe Benefits	-						
Staff Travel	-						
DEO Travel	-						
Staff Development	-						
Office Costs	-						
Professional Fees	-						
Indirect Costs	-						
Incentive Fee	2,300						
CONTRACT TOTALS	2,300	-	-	-	-	-	-

0	M
Cen	tification
that any false, fictitious, or fraudulent informati subject me to criminal, civil or administrative p	, disbursements and cash receipts are for the and conditions of the Federal award. I am aware
Signed	Date

Total Payment Amount Requested:	
BWDB Approved for Payment by:	
Finance Director	President

## BREVARD WORKFORCE DEVELOPMENT BOARD - QUARTERLY REQUEST FOR WITHHELD AMOUNTS NEG HURRICANE IAN 22 SERVICES

	<u> </u>			
Contractor Name and Address:		Contract Number:	CSB20-600	-002 (Mod 8)
C2 Global Professional Services LLC		Contract Term:	1-Jul-23	30-Jun-24
5620 Oak Boulevard		Report Number:		
Austin, TX 78735		Quarter Ending:		
	_			

Cost Categories	Withheld Amounts Budget	Year-To-Date Performance Payments	Year-To-Date Accelerated Payments	Year-To-Date Monitoring Payments	Year-To-Date Total Payments	Previous Total Payments	Total Payments This Request
Salaries	-						
Fringe Benefits	-						
Staff Travel	-						
DEO Travel							
Staff Development	-						
Office Costs	-						
Professional Fees	-						
Indirect Costs	-						
Incentive Fee	7,448						
CONTRACT TOTALS	7,448	-	-	-	-	-	-

Certification
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 37293730 and 38013812).
Signed Date

Total Payment Amount Requested:	
BWDB Approved for Payment by:	
Einance Director	 President

Contract No. CSB20-600-002 Attachment B-6

## BREVARD WORKFORCE DEVELOPMENT BOARD - QUARTERLY REQUEST FOR WITHHELD AMOUNTS NCPEP - NON CUSTODIAL PARENT EMPLOYMENT PROGRAM

Contractor Name and Address: C2 Global Professional Services LLC 5620 Oak Boulevard Austin, TX 78735					Contract Number: Contract Term: Report Number: Quarter Ending:	CSB20-600· 1-Jul-23	002 (Mod 8) 30-Jun-24
Cost Categories	Withheld Amounts Budget	Year-To-Date Performance Payments	Year-To-Date Accelerated Payments	Year-To-Date Monitoring Payments	Year-To-Date Total Payments	Previous Total Payments	Total Payments This Request
Salaries	-						
Fringe Benefits	-						
Staff Travel	-						
DEO Travel	-						
Staff Development	-						
Office Costs	-						
Professional Fees	-						
Indirect Costs	-						
Incentive Fee	8,575						
CONTRACT TOTALS	8,575	-	-	-	-	-	-
Certif By signing this report, I certify to the best of my I complete, and accurate, and the expenditures, d purposes and objectives set forth in the terms ar that any false, fictitious, or fraudulent information	lisbursements and cash red and conditions of the Federa	ceipts are for the I award. I am aware		Total Payment An	nount Requested:		
me to criminal, civil or administrative penalties fo otherwise. (U.S. Code Title 18, Section 1001 and	r fraud, false statements, fa	alse claims or		BWDB Approved	for Payment by:		
Signed	Date			Financ	e Director	Pres	ident

CSB20-600-002 (Mod 8)

30-Jun-24

1-Jul-23

## BREVARD WORKFORCE DEVELOPMENT BOARD - QUARTERLY REQUEST FOR WITHHELD AMOUNTS RECOVERY NAVIGATOR SERVICES

Contractor Name and Address:		Contract Number:
C2 Global Professional Services LLC		Contract Term:
5620 Oak Boulevard		Report Number:
Austin, TX 78735		Quarter Ending:
	•	

Cost Categories	Withheld Amounts Budget	Year-To-Date Performance Payments	Year-To-Date Accelerated Payments	Year-To-Date Monitoring Payments	Year-To-Date Total Payments	Previous Total Payments	Total Payments This Request
Salaries	-						
Fringe Benefits	-						
Staff Travel	-						
DEO Travel	-						
Staff Development	-						
Office Costs	-						
Professional Fees	-						
Indirect Costs	-						
Incentive Fee	1,098						
CONTRACT TOTALS	1,098	-	-	-	-	-	-

Certification
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 37293730 and 38013812).
Signed Date

Total Payment Amount Requested:	
BWDB Approved for Payment by:	
Finance Director	President

#### BUDGET SUMMARY C2 GLOBAL PROFESSIONAL SERVICES LLC JULY 1, 2023 - JUNE 30, 2024

Cost	FY 23-24	FY 23-24	FY 23-24
Category	Cost Reimbursable	Withheld Amts	TOTAL BUDGET
Salaries	2,546,272		2,546,272
Fringe Benefits	745,004		745,004
Staff Travel	12,191		12,191
DEO Travel	6,000		6,000
Staff Development	-		-
Office Costs	100		100
Professional Fees	-		-
Indirect Costs	264,765		264,765
TOTAL BUDGETED COSTS	3,574,333	-	3,574,333
Incentive Fee		198,574	198,574
TOTAL CONTRACT BUDGET	3,574,333	198,574	3,772,907

*Percent	Percent
Reimb. Cost	Withheld Amts
100%	0%
100%	0%
100%	0%
100%	0%
0%	0%
100%	0%
0%	0%
100%	0%
4600/	201
100%	0%
	4000/
0%	100%
050/	<b>5</b> 0/
95%	5%

## GENERAL SERVICES BUDGET C2 GLOBAL PROFESSIONAL SERVICES LLC JULY 1, 2023 - JUNE 30, 2024

Cost	FY 23-24	FY 23-24	FY 23-24
Category	Cost Reimbursable	Withheld Amts	TOTAL BUDGET
Salaries	2,204,036		2,204,036
Fringe Benefits	656,351		656,351
Staff Travel	12,000		12,000
DEO Travel	6,000		6,000
Staff Development	-		-
Office Costs	100		100
Professional Fees	-		-
Indirect Costs	230,279		230,279
TOTAL BUDGETED COSTS	3,108,766	-	3,108,766
Incentive Fee		172,709	172,709
TOTAL CONTRACT BUDGET	3,108,766	172,709	3,281,475

*Percent	Percent
Reimb. Cost	Withheld Amts
100%	0%
100%	0%
100%	0%
100%	0%
0%	0%
100%	0%
0%	0%
4000/	00/
100%	0%
100%	0%
100 /8	0 /0
0%	100%
U 76	100%
95%	5%

#### AARP BTW50+ 2023 C2 GLOBAL PROFESSIONAL SERVICES LLC JULY 1, 2023 - JUNE 30, 2024

Cost	FY 23-24	FY 23-24	FY 23-24
Category	Cost Reimbursable	Withheld Amts	TOTAL BUDGET
Salaries	10,774		10,774
Fringe Benefits	977		977
Staff Travel	24		24
DEO Travel			-
Staff Development	-		-
Office Costs	-		-
Professional Fees	-		-
Indirect Costs	942		942
TOTAL BUDGETED COSTS	12,717	-	12,717
Incentive Fee		707	707
TOTAL CONTRACT BUDGET	12,717	707	13,424

*Percent	Percent
Reimb. Cost	Withheld Amts
100%	0%
100%	0%
100%	0%
0%	0%
0%	0%
0%	0%
0%	0%
100%	0%
100%	0%
0%	100%
95%	5%

#### AARP BTW50+ 2024 C2 GLOBAL PROFESSIONAL SERVICES LLC JULY 1, 2023 - JUNE 30, 2024

Cost	FY 23-24	FY 23-24	FY 23-24
Category	Cost Reimbursable	Withheld Amts	TOTAL BUDGET
Salaries	16,300		16,300
Fringe Benefits	1,600		1,600
Staff Travel	-		-
DEO Travel	-		-
Staff Development	-		-
Office Costs	-		-
Professional Fees	-		-
Indirect Costs	1,432		1,432
TOTAL BUDGETED COSTS	19,332	-	19,332
Incentive Fee		1,074	1,074
TOTAL CONTRACT BUDGET	19,332	1,074	20,406

*Percent	Percent
Reimb. Cost	Withheld Amts
100%	0%
100%	0%
0%	0%
0%	0%
0%	0%
0%	0%
0%	0%
100%	0%
4650/	201
100%	0%
	46.55
0%	100%
050/	<b>5</b> 0/
95%	5%

#### FAWA - FLORIDA ATLANTIC WORKFORCE ALLIANCE C2 GLOBAL PROFESSIONAL SERVICES LLC JULY 1, 2023 - JUNE 30, 2024

Cost	FY 23-24	FY 23-24	FY 23-24
Category	Cost Reimbursable	Withheld Amts	TOTAL BUDGET
Salaries	49,928		49,928
Fringe Benefits	14,392		14,392
Staff Travel			-
DEO Travel	-		-
Staff Development	-		-
Office Costs	-		-
Professional Fees	-		-
Indirect Costs	5,146		5,146
TOTAL BUDGETED COSTS	69,466	-	69,466
Incentive Fee		3,859	3,859
TOTAL CONTRACT BUDGET	69,466	3,859	73,325

*Percent	Percent
Reimb. Cost	Withheld Amts
100%	0%
100%	0%
0%	0%
0%	0%
0%	0%
0%	0%
0%	0%
100%	0%
100%	0%
0%	100%
95%	5%

#### HOPE Florida - WIOA C2 GLOBAL PROFESSIONAL SERVICES LLC JULY 1, 2023 - JUNE 30, 2024

Cost	FY 23-24	FY 23-24	FY 23-24
Category	Cost Reimbursable	Withheld Amts	TOTAL BUDGET
Salaries	5,800		5,800
Fringe Benefits	1,677		1,677
Staff Travel			-
DEO Travel	-		-
Staff Development	-		-
Office Costs	-		-
Professional Fees	-		-
Indirect Costs	598		598
TOTAL BUDGETED COSTS	8,075		8,075
TOTAL BUDGETED COSTS	8,075	-	6,075
Incentive Fee		449	449
TOTAL CONTRACT BUDGET	8,075	449	8,524

*Percent	Percent
Reimb. Cost	Withheld Amts
100%	0%
100%	0%
0%	0%
0%	0%
0%	0%
0%	0%
0%	0%
100%	0%
100%	0%
0%	100%
95%	5%

#### HOPE Florida - WP C2 GLOBAL PROFESSIONAL SERVICES LLC JULY 1, 2023 - JUNE 30, 2024

Cost	FY 23-24	FY 23-24	FY 23-24
Category	Cost Reimbursable	Withheld Amts	TOTAL BUDGET
Salaries	4,600		4,600
Fringe Benefits	1,334		1,334
Ctoff Travel			
Staff Travel	-		-
DEO Travel	-		-
Staff Development	-		-
Office Costs	-		-
Professional Fees	-		-
Indirect Costs	475		475
TOTAL BUDGETED COSTS	6,409	-	6,409
Incentive Fee		356	356
TOTAL CONTRACT BUDGET	6,409	356	6,765

*Percent	Percent
Reimb. Cost	Withheld Amts
100%	0%
100%	0%
0%	0%
0%	0%
0%	0%
00/	00/
0%	0%
0%	0%
0,0	0,0
100%	0%
100%	0%
0%	100%
95%	5%

#### GET THERE FASTER SERVICES BUDGET C2 GLOBAL PROFESSIONAL SERVICES LLC JULY 1, 2023 - JUNE 30, 2024

Cost	FY 23-24	FY 23-24	FY 23-24
Category	Cost Reimbursable	Withheld Amts	TOTAL BUDGET
Salaries	30,255		30,255
Fringe Benefits	8,082		8,082
Staff Travel	-		-
DEO Travel	-		-
Staff Development	-		-
Office Costs	-		-
Professional Fees	-		-
Indirect Costs	3,067		3,067
TOTAL BUDGETED COSTS	41,404	-	41,404
Incentive Fee		2,300	2,300
TOTAL CONTRACT BUDGET	41,404	2,300	43,704

*Percent	Percent
Reimb. Cost	Withheld Amts
Reimb. Cost	withheid Amts
100%	0%
100%	0%
0%	0%
0%	0%
0%	0%
0%	0%
0%	0%
100%	0%
100%	0%
0%	100%
95%	5%

#### NEG - HURRICANE IAN 2022 C2 GLOBAL PROFESSIONAL SERVICES LLC JULY 1, 2023 - JUNE 30, 2024

Cost	FY 23-24	FY 23-24	FY 23-24
Category	Cost Reimbursable	Withheld Amts	TOTAL BUDGET
Salaries	100,000		100,000
Fringe Benefits	24,128		24,128
Staff Travel	-		-
DEO Travel	_		_
DEO Havei	<u>-</u>		-
Staff Development	-		-
Office Costs	-		-
Professional Fees	_		_
rolessional rees	_		_
Indirect Costs	9,930		9,930
TOTAL BUDGETED COSTS	134,058	-	134,058
Incentive Fee		7,448	7,448
incentive i ee		7,440	7,440
TOTAL CONTRACT BUDGET	134,058	7,448	141,506

	_
*Percent	Percent
Reimb. Cost	Withheld Amts
100%	0%
100%	0%
0%	0%
0%	0%
0%	0%
0%	0%
20/	20/
0%	0%
4000/	00/
100%	0%
100%	0%
13070	0 70
0%	100%
370	10070
95%	5%

#### NCPEP-NON CUSTODIAL PARENT EMPLOYMENT PROGRAM C2 GLOBAL PROFESSIONAL SERVICES LLC JULY 1, 2023 - JUNE 30, 2024

Cost	FY 23-24	FY 23-24	FY 23-24
Category	Cost Reimbursable	Withheld Amts	TOTAL BUDGET
Salaries	110,914		110,914
Fringe Benefits	31,829		31,829
Tringe Deficites	31,023		31,023
Staff Travel	167		167
DEO Travel	-		-
Staff Development	-		-
Office Costs	-		-
Professional Fees	-		-
Indirect Costs	11,433		11,433
TOTAL BUDGETED COSTS	154,343	-	154,343
Incentive Fee		8,575	8,575
TOTAL CONTRACT BUDGET	154,343	8,575	162,918

*Percent	Percent
Reimb. Cost	Withheld Amts
100%	0%
100%	0%
100%	0%
0%	0%
0%	0%
0%	0%
0%	0%
100%	0%
100%	0%
0%	100%
95%	5%

#### RECOVERY NAVIGATOR SERVICES BUDGET C2 GLOBAL PROFESSIONAL SERVICES LLC JULY 1, 2023 - JUNE 30, 2024

Cost	FY 23-24	FY 23-24	FY 23-24
Category	Cost Reimbursable	Withheld Amts	TOTAL BUDGET
Salaries	13,665		13,665
Fringe Benefits	4,635		4,635
Staff Travel			-
DEO Travel	-		-
Staff Development	-		-
Office Costs	-		-
Professional Fees	-		-
Indirect Costs	1,464		1,464
TOTAL BUDGETED COSTS	19,764	-	19,764
Incentive Fee		1,098	1,098
TOTAL CONTRACT BUDGET	19,764	1,098	20,862

*Percent	Percent
Reimb. Cost	Withheld Amts
100%	0%
100%	0%
0%	0%
0%	0%
0%	0%
0%	0%
0%	0%
4000/	20/
100%	0%
100%	0%
100%	076
0%	100%
0 78	100 /8
95%	5%

Contract No. CSB20-600-002 Attachment D-1

## EXPENDITURE SCHEDULE FOR REIMBURSABLE COSTS C2 GLOBAL PROFESSIONAL SERVICES LLC JULY 1, 2023 TO JUNE 30, 2024

Cost Category	FY 23-24 Cost Reimbursable	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024
Salaries	2,546,272	212,189	212,189	212,189	212,189	212,189	212,189	212,189	212,189	212,189	212,189	212,189	212,193
Fringe Benefits	745,004	62,084	62,084	62,084	62,084	62,084	62,084	62,084	62,084	62,084	62,084	62,084	62,080
Staff Travel	12,191	1,016	1,016	1,016	1,016	1,016	1,016	1,016	1,016	1,016	1,016	1,016	1,015
DEO Travel	6,000	500	500	500	500	500	500	500	500	500	500	500	500
Staff Development	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Costs	100	8	8	8	8	8	8	8	8	8	8	8	12
Professional Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Indirect Costs	264,765	22,064	22,064	22,064	22,064	22,064	22,064	22,064	22,064	22,064	22,064	22,064	22,061
Incentive Fee	198,574	16,548	16,548	16,548	16,548	16,548	16,548	16,548	16,548	16,548	16,548	16,548	16,546
TOTAL	3,772,907	314,409	314,409	314,409	314,409	314,409	314,409	314,409	314,409	314,409	314,409	314,409	314,408

#### SCHEDULE FOR WITHHELD AMOUNTS C2 GLOBAL PROFESSIONAL SERVICES LLC JULY 1, 2023 TO JUNE 30, 2024

Cost Category	FY 23-24 Withheld Amts	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024
O-l-d													
Salaries	-			-			-			-			-
Fringe Benefits	-			-			-			-			-
Staff Travel	-			-			-			-			-
DEO Travel	-			-			-			-			-
Staff Development	-			-			-			-			-
Office Costs	-			-									-
Professional Fees	_			_									_
T TOTOGOTOTIAL T GGG													
Indirect Costs	-			-			-			-			-
Incentive Fee	198,574			49,644			49,644			49,644			49,642
TOTAL	198,574	-	-	49,644	-	-	49,644	-	-	49,644	-	-	49,642

Review Date:	Site:												
Reviewer:		Palı	m Bay	,			Roc	kledge	•		Titu	sville	
Compiled Rating Tool	4	3	2	1		4	3	2	1	4	3	2	1
POSTERS AND SIGNAGE													
Does the location display the following posters as required by law, in a place that is visible to customers? (y, n)													
"Employee Rights Under the National Labor Standards Act"													
"Family and Medical Leave Act"?													
"If You Have a Complaint"													
"Notice to Workers with Disabilities"													
"Migrant & Seasonal Agriculture Worker Protection Act"													
"Job Safety and Health Protection Occupational Safety and Health Act"													
"Fair Labor Standards Act"													
"Florida Law Prohibits Discrimination"													
"Reemployment Assistance"													
"Child Labor Laws"													
"Interpretive Services" (One of three allowable posters)													
"Worker's Compensation Works for You"													
"Employee Polygraph Protection Act (EPPA)"													
"Uniformed Services Employment and Reemployment Rights Act (USERRA)"													
"Equal Employment Opportunity is the Law"													
"Florida Minimum Wage"													
Veteran Priority of Service													
Is the "Employ Florida" logo prominently displayed?													
Are the Brevard Workforce Career Center mission and vision statements posted and easily visible to customers?													
Does the center maintain standard business hours and are they posted prominently? Please list days/hours in Comments section.													

GENERAL STAFF and OPERATIONS							
Do staff address visitors appropriately in a courteous, professional manner?							
Front area staff aids new jobseekers with preliminary guidance on accessing services and provides oversight to kiosk stations to make sure that they are used by returning jobseekers.							
There is a readily available summary of services for job seekers and employers that explains the range of assistance available at the center or within the local community.							
An effective communication strategy is in place that elevates the active engagement and collaboration between all staff to assess, plan, deliver and meet the needs of jobseekers and employers (i.e. plans, programs, policies and goals are clearly, consistently and regularly transmitted using a systematic and positive messaging approach where feedback is encouraged and responded to.)?							
Is scope and quality of services delivered, and customer feedback monitored closely with corrective action implemented when needed?							
Do managers and staff review MIS data weekly across center operations to improve areas of operation?							
Are all staff certified as a Florida Workforce Professional, Tier 1, or equivalent (includes training in core elements and gained National CDF and/or NAWDP certification) within 12 months of hire?							
List the number of employees required to complete the Tier I certification during the previous program year.	ı						
List the number of employees that successfully completed the Tier I certification during the previous program year.							
Attach the list of employees (defined as front line staff) required to complete the Tier I certification during the previous program year.			L	L			
Do all front-line staff who received Tier I certification prior to the review period have 15 hours of continuing education credits completed by the staff's certification anniversary date?							
Attach the list of employees (defined as front line staff) required to complete the 15 hours of continuing education.							
Do front line staff have the following minimum skills required of a workforce professional?							
Customer service training (y, n)							

	ı				_		
Communications skills training (y, n)				⊢			
Basic computer software skills (y, n)							
Specific programmatic training (y, n)							
Has a comprehensive training program been developed to systematically familiarize staff with all deliverable service functions?							
There is evidence that reviews of the training program are conducted, and actions are taken, to streamline processes in order to save time and resources.							
Are Staff professionally attired, easily recognizable, and wearing name tags?							
Do center staff work as a team to ensure seamless services delivery?							
Are written materials to external customers error free, grammatically correct, contain the current BW logo, EEO/Disability Statement and Employ Florida logo, and printed in accordance with the style guide?							
Do associates answer the phone in a timely manner and properly identify themselves when answering?							
Has the center developed a linkage with partners to better help customers?							
JOBSEEKER SERVICES							
Are services set up by workflow and identified by signage?  Does the flow of foot traffic run smoothly (i.e. visitors appear to know where to go without getting redirected; community foot traffic appears balanced and not unevenly congested from one to the other; no long waiting lines for services.)?							
Are the following minimum activities provided on-site, by referral or by internet connection? (y, n)							
WIOA Adult/Dislocated worker program							
Veterans Workforce Investment programs							
Migrant and Seasonal Farm Worker services							
FDOE Farmworker Career Development Program			1				
Indian and Native American programs			+				
			+				
Job Corps							

			_			 	
Youth Services							
Wagner-Peyser Programs							
Adult Education							
Industrial Education							
Vocational Rehabilitation							
Older Worker Programs							
Trade Adjustment Assistance							
Veterans Employment and Training Services							
Community Service Block Grant Activities							
Employment and Training activities carried out by the Department of Housing and Urban Development							
Unemployment Insurance Programs							
Temporary Assistance for the Needy Families/ Welfare Transition							
Supplemental Nutrition Assistance Program - Employment and Training							
Supportive Services such as child care and transportation							
Disability Specialist							
Is Employ Florida the MIS primarily used in the resource room for labor exchange services?							
Are staff available to provide assistance on the use of software programs using labor market information and other web-based resources?				L			
Is labor market information available in print and/or electronic formats, including growth trends, employment projections and predictions, and average wages? (Wage Conversion Posters, Occupational Career Posters, Jobs On-line Posters, Wage Survey Publications)							
Wage Conversion Posters (Note: Posters show hourly wages converted into weekly/monthly/annual earnings.)							
Resource Guide (displays the Systems, Publications, and Reports available from the Labor Market Statistics Center)							
Career Comics							
Job Journey Occupational Career Posters	-			Н			
Occupational Highlights							
			+				
Industry Profiles	$\square$						
Employment Projections Data							
Occupational Employment Statistics and Wages							
Career Information Delivery System (customized career decision making tools like "My Career Shines [Kuder]")							

Career Infonet (http://www.careerinfonet.org/)						Ц	
O*NET ONLINE (http://www.onetonline.org/)							
Florida Insight (formerly FREIDA)							
State Eligible Training Provider List (ETPL) for the LWDA							
Is there a listing of Occupations in Demand for Brevard county and state of Florida available to customers?							
Occupational Highlights							
Industry Profiles							
Employment Projections Data							
Occupational Employment Statistics and Wages							
Career Information Delivery System (customized career decision making tools like "My Career Shines [Kuder]")							
Career Infonet (http://www.careerinfonet.org/)							
O*NET ONLINE (http://www.onetonline.org/)							
Florida Insight (formerly FREIDA)							
Are job listings current, easily accessible, and do they include key eligibility requirements to qualify for the listed positions?							
Information about the center, current activities, workshops, employment opportunities and applicable reference material is up to date and displayed in a clear and appropriate way, and equipment is in working order (i.e. books, brochures, materials are current, categorized by topic, clean and in good condition, and publications are professionally printed and not photocopied.)							
Are interpreting services accessible at the center for Limited English Proficient customers?							
Are special seminars or workshops available on topics of interest such as financial aid for education, debt management, budgeting, and retirement planning?							
Do job seekers have an opportunity to utilize career exploration to identify transferable skills, interests, goals, and resources accessible through regularly scheduled workshops or upon demand through the use of technology? (CHOICES, Career Info net, Florida Training and Education Network)							

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Are the following activities accessible through regularly scheduled workshops and/or upon demand through the use of technology:						
Resume Writing?						
Applications and References?						
Interview Skills?						
Job Skills?						
Does the center provide the following services:						
Computers that have Internet Access and a Link to Employ Florida?						
Initial assessments of skill levels, aptitudes, abilities, and supportive service needs?						
Follow-up activities including reassessment services, where needed?						
Access to intensive services?						
Job Search and Placement Activities including referral?						
Career/Employment Planning/Counseling?						
Rapid Response information and services for plant closings and layoffs?						
Information and/or referral assistance for completing Unemployment Compensation claims?						
Is there a listing of approved training vendors and programs and related costs available to customers?						
Does staff utilize the ITA approval, distribution and authorization process appropriately?						
There is a systematic method of collecting customer complaints and inquiries.						
Is a complaint log and complaint file folders maintained at the center?						
Is a log of apparent violations maintained at the center?						
Is there documented follow-ups that were conducted to resolve complaints where appropriate?						
EMPLOYER SERVICES						

New employers are sent instructional/organizational information within 24 hours of initial contact						
Do employers have opportunities to participate in job fairs and/or recruiting events in the centers?						
Is there evidence of follow-up with employers who have participated in Job Fairs or recruiting events?						
Is there evidence of follow up with employers who have discontinued using our services?						
Is there employer recruitment information available at the center?						
Does the referral process support obtainment of quality job placement/matching services for both the job seeker and business customers?						
Staff is knowledgeable of their assigned industry and understands the staffing needs of the employers they support.						
Are job candidates rigorously prescreened for knowledge, experience, skills suitability and compatibility with the job opening before being referred? Only those that meet or exceed the job requirements are referred to the employer						
Sum of Ratings						

## RightSignature

#### SIGNATURE CERTIFICATE



#### REFERENCE NUMBER

2EA7380F-0BD1-4990-AA56-6BCF38903CC2

#### TRANSACTION DETAILS

**Reference Number** 

2EA7380F-0BD1-4990-AA56-6BCF38903CC2

**Transaction Type** Signature Request

Sent At

04/24/2024 12:51 EDT

**Executed At** 

04/24/2024 13:32 EDT **Identity Method** 

email

**Distribution Method** 

email

Signed Checksum

7849f5bf7315b88e5ec28e78297c8f7cc7b4a3a99fbbcf58f566dc2ec2edfd34

Signer Sequencing

Disabled

**Document Passcode** 

Disabled

#### **DOCUMENT DETAILS**

**Document Name** 

C2GPS Modification 8 - Draft for Signature

**Filename** 

C2GPS\_Modification\_8\_-\_Draft\_for\_Signature.pdf

**Pages** 43 pages **Content Type** application/pdf

File Size 895 KB

**Original Checksum** 

75727b53b7ec6db174e1f58cd1ed13878a51a86d4289705a918ecd197009f179

#### **SIGNERS**

SIGNER	E-SIGNATURE	EVENTS
Name Chakib Chehadi	Status signed	Viewed At 04/24/2024 13:31 EDT
Email	Multi-factor Digital Fingerprint Checksum	Identity Authenticated At
chakib@c2gps.net	7611dc0ce9fdd3130f3932468357ef2d04ab58f4e746ede68a412adcef3b9fe3	04/24/2024 13:32 EDT
Components 2	IP Address 136.144.43.8	Signed At 04/24/2024 13:32 EDT
	<b>Device</b> Chrome via Windows	
	Typed Signature	
	chakib chehadi	
	Signature Reference ID B3A461A6	

#### **AUDITS**

TIMESTAMP	AUDIT
04/24/2024 12:51 EDT	Kristine Wolff (kristine@c2gps.net) created document 'C2GPS_Modification_8Draft_for_Signature.pdf' on Chrome via Windows from 209.16.113.93.
04/24/2024 12:51 EDT	Chakib Chehadi (chakib@c2gps.net) was emailed a link to sign.
04/24/2024 13:31 EDT	Chakib Chehadi (chakib@c2gps.net) viewed the document on Chrome via Windows from 136.144.43.8.
04/24/2024 13:32 EDT	Chakib Chehadi (chakib@c2gps.net) authenticated via email on Chrome via Windows from 136.144.43.8.
04/24/2024 13:32 EDT	Chakib Chehadi (chakib@c2gps.net) signed the document on Chrome via Windows from 136.144.43.8.

## **Signature Certificate**

Reference number: QMEPG-NFDZ6-PBICR-DNPWD

Signer Timestamp

**Marci Murphy** 

Email: mmurphy@careersourcebrevard.com

 Sent:
 29 Apr 2024 21:28:08 UTC

 Viewed:
 30 Apr 2024 11:32:31 UTC

 Signed:
 30 Apr 2024 11:32:43 UTC

**Recipient Verification:** 

✓ Email verified 30 Apr 2024 11:32:31 UTC

Document completed by all parties on:

30 Apr 2024 11:32:43 UTC

Page 1 of 1

Signature

Marci Murphy

IP address: 76.240.240.243 Location: Melbourne, United States



Signed with PandaDoc

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# MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE FUNDING AGREEMENT OF THE ONE-STOP DELIVERY SYSTEM BY AND BETWEEN BREVARD WORKFORCE DEVELOPMENT BOARD, INC. d/b/a CAREERSOURCE BREVARD FLAGLER VOLUSIA AND PARTNERS

#### I. PARTIES

This Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA), hereinafter referred to as "Agreement") is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 ("the Act"), and is executed between Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard Flagler Volusia (CSBFV), the American Job Center network Partners (Partners) listed herein, and the Chief Elected Official (CEO); collectively referred to as the "Parties" to this MOU.

#### II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop delivery system. The one-stop delivery system assures coordination between the activities authorized in and linked to the Act.

The purpose of this Agreement is to describe the cooperative workforce training, employment, and economic development efforts of CSBFV and its Partners, and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements to establish and maintain an effective and successful one-stop delivery system.

This Agreement is intended to coordinate resources, prevent duplication, ensure effective and efficient delivery of workforce services through the Local Workforce Development Board in Brevard, Flagler, and Volusia Counties (Region 27), and establish a financial plan, including terms and conditions, to fund the services and operating costs of the American Job Center (AJC) one-stop delivery system. The Parties to this Agreement agree that joint funding is a necessary foundation for an integrated service delivery system.

In addition, this Agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Region 27.

The Parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the Parties' respective programs, services, and agencies.

The <u>Vision</u>, <u>Mission</u>, <u>System Structure</u>, <u>Terms and Conditions</u>, <u>One-Stop Operating Budget</u>, and <u>Infrastructure</u> <u>Funding Agreement</u> outlined herein reflect the commitment of the Parties to their job seeker and business customers, as well as to the overall Region 27 community.

#### A. Vision

Empower Region 27 employers, individuals, and communities to prosper and grow the region's economy through a workforce development system that is inherently customer-centered, seamless, and effective.

#### B. Mission

To establish a workforce system that provides data-driven and employer-validated talent solutions

through the integration of education, workforce, and economic development resources across systems.

#### III. One-Stop Delivery System Structure

#### A. Career Centers

CareerSource Brevard Flagler Volusia, Region 27, has six American Job Centers, also known as career centers, that are designed to provide a full range of assistance to job seekers and businesses under one roof. Established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act, the centers offer a comprehensive array of services designed to match talent with opportunities.

Brevard County		
Titusville Career Center (Comprehensive) 3880 S. Washington Ave., Ste. 214, Titusville 32780 Sally Patterson, Center Manager	Rockledge Career Center (Comprehensive) 295 Barnes Boulevard, Rockledge 32955 Julie Berrio, Center Supervisor	Palm Bay Career Center (Comprehensive) 5275 Babcock St., NE, Suite 8B, Palm Bay 32905 Linda Hadley, Center Manager
N	(321) 504-7600 londay–Thursday 9:00 am–6:00 pm Friday 8:00 am–5:00 pm	

Palm Coast Center 20 Airport Road, Suite E Palm Coast, FL 32164  Marc Thompson, Deputy Director, Workforce Operations & Partnership 386-586-5169 Monday-Friday	Flagler County		
Palm Coast, FL 32164  Marc Thompson, Deputy Director, Workforce Operations & Partnership 386-586-5169		Palm Coast Center	
Marc Thompson, Deputy Director, Workforce Operations & Partnership 386-586-5169		20 Airport Road, Suite E	
Deputy Director, Workforce Operations & Partnership 386-586-5169		Palm Coast, FL 32164	
386-586-5169		Marc Thompson,	
		Deputy Director, Workforce Operations & Partnership	
Monday-Friday		386-586-5169	
		Monday-Friday	
8am-12pm & 1pm-4pm		8am-12pm & 1pm-4pm	

olusia County	
Daytona Beach Center	Orange City Center
(Comprehensive)	(Comprehensive)
359 Bill France Blvd.	846 Saxon Blvd.
Daytona Beach, FL 32114	Orange City, FL 32763
Jamie Newcomb, Center Manager	Maritza Perez, Center Manager
386-323-7001	386-561-9550
Monday-Friday	Monday-Friday
8am-4pm	8am-4pm

#### B. Chief Elected Official

Brevard County Board of County Commissioners is designated as the Brevard County Chief Elected Official ("Brevard CEO"), the Flagler County Board of County Commissioners is designated as the Flagler County Chief Elected Official ("Flagler CEO") and the Volusia County Council is designated as the Volusia County Chief Elected Official ("Volusia CEO") (individually, each "chief elected official" a "CEO"); and pursuant to the WIOA and the Florida WIOA (collectively, "the Acts"), the Brevard CEO, Flagler CEO and Volusia CEO may execute an Agreement that specifies the respective roles of each CEO within the multi-jurisdictional region/Local Area and defines the scope of this relationship and respective roles and responsibilities, as provided in the Interlocal agreement found on the CareerSource Brevard Flagler Volusia Website (<a href="https://careersourcebrevard.com/who-we-are/doing-business-with-us/current-contracts/#:~:text=Interlocal%20Agreement">https://careersourcebrevard.com/who-we-are/doing-business-with-us/current-contracts/#:~:text=Interlocal%20Agreement</a>).

#### C. Partners

Required Partners with Programs Available in Region 27

#### CareerSource Brevard Flagler Volusia

Performance Oversight / Technical Direction Caroline Joseph-Paul, Sr. Managing Director 295 Barnes Blvd., Rockledge, FL 32955 321-394-0650 cpaul@careersourcebfv.com Notices and Contract Assistance
Amberstar Bush, Operations Manger
297 Barnes Blvd., Rockledge, FL 32955
321-394-0535
abush@careersourcebfv.com

#### Mode of Delivery

On-Site: Palm Coast, Daytona Beach, Orange City, Titusville, Palm Bay, Rockledge

#### Programs offered include:

- 1. WIOA Adult, Dislocated Worker, and Youth
- 2. Temporary Assistance for Needy Families (TANF)
- 3. Supplemental Nutrition Assistance Program (SNAP)
- 4. Trade Adjustment Assistance (TAA) Program
- 5. Employment services authorized under the Wagner-Peyser Act
- Jobs for Veterans State Grants (JVSG) -LVER & DVOP
- 7. Ticket to Work

#### Career Services offered include:

- 1. Occupational Skills Training
- 2. Individual Training Accounts
- 3. On-The-Job Training
- 4. Customized Training
- 5. Employed Worker Training
- 6. Supportive Services
- 7. Career Planning and Counseling
- 8. Follow-up Services

#### Employer Services offered include:

- 1. Business Services
- 2. Recruitment assistance for employers
- 3. Scheduling, screening, and testing for employers

#### **Program Authority**

WIOA Title I – Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Act (29 U.S.C. 49 et seq.) as amended by WIOA title III; Chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); Part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), under 20 CFR 678.405(b); Chapter 41 of title 38, U.S.C. / WIOA 121(b)(1)(B)(viii); State unemployment compensation laws (in accordance with applicable Federal law); Indian and Native American Programs (INA), WIOA sec. 166, 29 USC 3221.

#### Florida Department of Education, Division of Vocational Rehabilitation

#### **Brevard County:**

Wayne Olson; Area Director Wayne.Olson@vr.fldoe.org 407-893-5657

#### Mode of Delivery

On-Site: Rockledge, Palm Bay, Titusville

CAREER CENTER	SELECT TO REQUEST EXCLUSIVE SPACE	NUMBER OF STAFF IN CENTER	TOTAL HOURS PER WEEK IN CENTER	TOTAL FTE
Rockledge CC		1		0.025
Titusville CC	0	1	1	0.025
Palm Bay CC		1	1	0.025

#### Flagler & Volusia Counties:

Nakiesha Thompson; Area Supervisor Nakiesha.thompson@vr.fldoe.org 904-365-2674

#### Mode of Delivery

On-Site: Daytona Beach, Orange City

			, ,	
CAREER CENTER	SELECT TO REQUEST EXCLUSIVE SPACE	NUMBER OF STAFF IN CENTER	Total Hours per Week in Center	TOTAL FTE
Daytona Beach CC		1	4	0.1
Orongo City CC		4	4	0.1

Programs & Services Offered:

- 1. Disability assessment
- 2. Job training
- 3. College and vocational school
- 4. Medical assistance
- 5. Vocational evaluation
- 6. Supported employment and job coaching
- 7. Vocational Counseling

Programs & Services Offered:

- 1. Pre-Employment Transition Services
- 2. General and Supported Employment Services
- 3. Self-Employment and Supported Self-Employment
- 4. Ticket to Work (SSA)
- 5. Deaf, Hard of Hearing and Deaf Blind Services
- 6. Independent Living Program
- 7. Business Relations Services

#### **Program Authority**

Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741)

#### Florida Department of Education; Division of Blind Services

Audrey Turner Audrey.turner@dbs.fldoe.org 321-634-3680

#### Mode of Delivery

On-Site: Rockledge, Daytona Beach, Palm Coast

CAREER CENTER	SELECT TO REQUEST EXCLUSIVE SPACE	Number of staff in center	TOTAL HOURS PER WEEK IN CENTER	TOTAL FTE
Daytona Beach CC		1	8	0.2
Palm Coast CC		1	4	0.1
Rockledge CC		1	4	0.1

#### Services included:

- 1. Vocational Training
- 2. Job Placement
- 3. On-The Job Training Orientation and Mobility Training
- 4. Independent Living Skills Training
- 5. Career Counseling and Guidance
- 6. Low Vision Aids and Appliances

#### Programs Include:

- 1. Blind Babies
- 2. Older Blind
- 3. Vocational Rehabilitation
- 4. Children
- 5. Pre-Employment Transition
- 6. Independent Living

#### **Program Authority**

Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741)

Adult Education and Family Literacy Act (AEFLA) programs

#### **Brevard Adult Community Education**

Lorri Benjamin, Director 1225 Clearlake Rd. Cocoa, FL 32922 321-633-3660 Benjamin.lorri@brevardschools.org

#### **Daytona State College**

Dr. Amy Locklear; Executive Vice President 1200 W. International Speedway Blvd. Daytona Beach, FL 32114 (386) 506-3079 Amy.Locklear@DaytonaState.edu

#### Mode of Delivery: Brevard

On-Site: Titusville

	CAREER CENTER	SELECT TO REQUEST EXCLUSIVE SPACE	Number of Staff in Center	TOTAL HOURS PER WEEK IN CENTER	TOTAL FTE
l	Titusville CC		2	30	0.75

#### Programs offered include:

- 1. English for Speakers of Other Languages (ESOL)
- 2. General Education Degree (GED)

#### Flagler Technical College

Renee Kirkland, Director 5400 E State Rte 100, Palm Coast, FL 32164 (386) 447-4345 kirklandr@flaglerschools.com

#### Mode of Delivery: Flagler

Direct Link: Crosswalk Referral, Direct Line, Web-based Communication

#### NUMBER OF STAFF CARFER CENTER

Mode of Delivery: Volusia On-Site: Orange City

SELECT TOTAL HOURS PER TOTAL FTE REQUEST EXCLUSIVE Orange City CC 0.025

#### Programs offered include:

- 1. GED Prep Program
- 2. GED Prep Program for Underage Students
- 3. English for **Speakers** Other of Languages (ESOL)

#### Programs offered:

- 1. GED Preparation
- 2. Adult Basic Education (ABE)
- 3. English for Speakers of Other Languages (ESOL)
- 4. Applied Academics for Adult Education

#### **Program Authority**

Adult Education and Literacy (WIOA 121(b)(1)(B)(iii)) Title II

#### Career and Technical Education Programs

#### **Eastern Florida State College**

Frank Margiotta, Dean, CTE 3865 N. Wickham Road. Melbourne, FL 32935 (321) 433-7380 margiottaf@easternflorida.edu

#### Mode of Delivery:

Direct Link: Crosswalk Referral, Direct Line, Web-based Communication

#### Programs Offered:

- 1. Aviation
- 2. Aerospace
- 3. Business
- 4. Chemical Technology
- 5. Computer Drafting & Technology
- 6. Cyber Security
- 7. Engineering Technology
- 8. Education and Training

#### **Daytona State College**

Dr. Amy Locklear: Executive Vice President 1200 W. International Speedway Blvd. Daytona Beach, FL 32114 (386) 506-3079 Amy.Locklear@DaytonaState.edu

#### **Mode of Delivery:**

Direct Link: Crosswalk Referral, Direct Line, Web-based Communication

#### Programs Offered:

- 1. Automotive Collision Repair & Refinishing
- 2. Automotive Service Technology
- 3. Building Trades & Construction Design Technology
- 4. CNC Machining
- 5. HVAC
- 6. Welding Technology

- 9. Health Science & Human Services
- 10. HVAC
- 11. Welding Technology

#### Flagler Technical College

Renee Kirkland, Director 5400 E State Rte 100, Palm Coast, FL 32164 (386) 447-4345 kirklandr@flaglerschools.com

#### Mode of Delivery:

Direct Link: Crosswalk Referral, Direct Line, Web-based Communication

#### Programs offered include:

- 1. Architecture And Construction
- 2. Education and Training
- 3. Health Science
- 4. Human Services
- Transportation, Distribution, And Logistics

#### **Program Authority**

Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV), (20 U.S.C. 2301 et seq.)

Senior Community Service Employment Program (SCSEP)

#### **AARP Foundation**

Stacy Benezra
17 East Hibiscus Blvd.,
Melbourne, FL 32901
321.956.1444
sbenezra@aarp.org

#### Mode of Delivery: Brevard & Volusia

Direct Link: Crosswalk Referral, Direct Line, Web-based Communication

On-Site: Rockledge

CAREER CENTER	SELECT TO REQUEST EXCLUSIVE SPACE	Number of Staff in Center	TOTAL HOURS PER WEEK IN CENTER	TOTAL FTE
Rockledge CC		1	25	0.625

#### Programs & Services Offered:

- 1. Individual Employment Plan (IEP) development
- 2. Specialized Training
- 3. Supportive Services

## The National Caucus and Center on Black Aging, Inc (NCBA)

Linda Fegins, Program Manager 101 Century 21 Drive Suite 105 A Jacksonville, FL 32216 (904) 900-5011 Ifegins@myncba.com

#### Mode of Delivery: Flagler & Volusia

Direct Link: Crosswalk Referral, Direct Line, Web-based Communication

#### Programs & Services Offered:

- Individual Employment Plan (IEP) development
- 2. Specialized Training
- 3. Job Skills Training
- 4. First Aid and Safety Training
- 5. Job Seeking Skills
- 6. Consumer Information

#### **Program Authority**

Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)

Job Corps

#### Adams & Associates, Inc.

Sophia McCall 3050 NW 183rd Street Miami Gardens, FL 33056 (305) 626-7800 Mccall.sophia@jobcorps.org

#### Mode of Delivery

Direct Link: Crosswalk Referral, Direct Line, Web-based Communication

Programs & Services Offered:

- 1. Career Training
- 2. Academic Training
- 3. Tuition-Free Housing

- 4. Meals
- 5. Basic Health Care
- 6. A Living Allowance
- 7. Career Transition Assistance

#### **Program Authority**

WIOA Title I – Job Corps (29 USC 2881-2900, 29 USC 2901)

Community Services Block Grant (CSBG) programs

# Bevard County Housing & Human Services

lan Golden, Director 2725 Judge Fran Jamieson Way, Viera, FL 32940 (321) 633-2007 lan.Golden@brevardfl.gov

# Mode of Delivery

Direct Link: Crosswalk Referral, Direct Line, Web-based Communication

#### Programs & Services Include:

- 1. Rent/Mortgage Assistance
- 2. Electric Assistance
- 3. Water Bill Assistance
- 4 Tuition Assistance
- 5. Childcare Assistance

# Volusia County Community Assistance

Carmen Hall, Director 110 W Rich Ave, DeLand, FL 32720 (386) 736-5955 chall@volusia.org

# Mode of Delivery

Direct Link: Crosswalk Referral, Direct Line, Web-based Communication

#### Programs & Services Include:

- 1. Family Self-Sufficiency Program
- 2. Rent/Mortgage Assistance
- 3. Electric Assistance
- 4. Water Bill Assistance
- 5. Dental Assistance
- 6. Indigent Cremations
- 7. Social Worker in the Library

# **Program Authority**

Community Services Block Grant (CSBG) (42 USC 9901 et seq.)

# VII. Terms and Conditions

#### A. Term

This MOU shall commence on **July 1, 2024**, regardless of the date of signature, and remain in effect through **June 30, 2027**. The Parties agree to review annually the infrastructure costs and partnership services for accuracy. A Party wishing to withdraw from this MOU may do so at any time by providing a 30-day written notice of termination to the other Parties. Notwithstanding the above, this MOU may be modified at any time by mutual written consent of all Parties.

#### **B. PROVISION OF SERVICES**

Brevard Workforce Development Board, Inc. is designated as the administrative entity by the Brevard County Board of County Commissioners, Flagler County Board of County Commissioners, and the Volusia County Council (collectively the Chief Elected Official) as the grant recipient, administrative entity, and fiscal agent for Region 27.

1. CareerSource Brevard Flagler Volusia's Commitment:

- a. Review this Agreement annually and solicit feedback from the Partner regarding improvements, changes and/or additions.
- b. Coordinate with Partners to provide access to workforce services and programs through the one-stop delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the onestop delivery system.
- c. Maintain and operate at least one comprehensive career center within the local workforce development area that must be open to the general public for walk-in service a minimum of eight hours per day during regular business days, Monday through Friday (excluding recognized holidays and emergencies).
- d. Coordinate with Partners to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the one-stop delivery system.
- e. Provide screening, testing and employment assistance as appropriate.
  - 1. All applicable screening and test results will be jointly shared between Partners and CSBFV.
  - All adult participants, or duly authorized guardians, will sign joint release of information consent forms for duly enrolled in programs where funding is provided.
  - All youth participants under 18 years of age will have a duly authorized parent or guardian sign joint release of information consent forms for duly enrolled in programs where funding is provided.
- f. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop delivery system career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida. Funding will occur at the state level through the Florida Department of Commerce (FDC) for disbursal to the local area workforce boards.
- g. Provide an area for Partners' meetings and/or co-location as space permits.
- h. Model CareerSource Brevard Flagler Volusia core values and maintain a professional working environment.
- i. Abide by all its policies, rules, and procedures and applicable Florida statutes and rules.
- j. Lead Partner meetings in strategic planning for career center activities and staff team meetings.
- k. Plan and conduct facility safety drills for fire, tornado, hurricane evacuation situations, etc. to include the provision to all occupants with information about facility safety issues.
- I. Enforce dress standards through the career center Partner management team.

- m. As the duly authorized agent, CSBFV agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.
- n. Facilitate and maintain collaboration, cooperation, and ongoing communication with CSBFV and Partners. The Career Centers' (CSCC) Managing Director, and Center Managers, Site Managers, or designee, shall serve as the primary points of contact and have responsibility for oversight of the conduct of all center occupants and their operations.

# 2. Partners' Commitment:

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

- a. Joint planning, policy development, and system design processes. Partner will coordinate with CSBFV to provide access to its workforce services and programs through the onestop delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the one-stop delivery system.
- b. Effective communication, information sharing, and collaboration with the one-stop operator. Partner will coordinate with CSBFV to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the one-stop delivery system.
- c. Leveraging of resources including other public agency and non-profit organization services. Coordinate with CSBFV for the funding of the infrastructure costs of the one-stop delivery system career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida. Funding will occur at the state level through the Florida Department of Commerce (FDC) for disbursal to the local area workforce boards.
- d. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the one-stop delivery system.
- e. The use of common and/or linked data management systems and data sharing methods, as appropriate. Provide CSBFV with monthly outcome numbers for performance data tracking.
- f. Commitment to the joint goals, strategies and performance measures. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction Provide feedback to CSBFV management regarding the performance of the partnership, including its effectiveness and success.
- g. Participation in scheduled Partners' meetings to exchange information in support of the above and encourage program and staff integration. Participate in career center periodic meetings to provide updates on the Partners' programs and procedures to CSBFV staff.
- h. Inform CSBFV career center Manager/Supervisor of any conflicts and/or grievances, who shall consult with the CSBFV management and appropriate supervisors in the resolution

of such conflicts and grievances as needed. If not resolved at the local level, formal grievances may be filed using the CSBFV grievance policy found at <a href="https://www.careersourcebfv.com">www.careersourcebfv.com</a>.

- i. Adhere to policies of non-discrimination and accessibility for people with disabilities.
- j. Partners have ultimate responsibility to ensure its employees conduct themselves in a professional and business-like manner while working within the career centers.
  - 1. Partners' staff shall adhere to the career centers' dress code.
  - 2. Partners' staff shall communicate any changes to their regular work schedule with the career center's Center Manager, or designee, in a timely manner, so as to allow for adequate time to plan alternative customer scheduling.
  - 3. Partners are responsible for notifying scheduled customers of the changes.

# VIII. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services, and program need, to ensure that high quality and convenient services are available to potentially eligible customers of the one-stop delivery system.

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. To facilitate such a system, Partner agrees to:

- Establish and maintain a profile in the Crosswalk Agency referral portal, found at www. https://crosswalkrs.com/ to allow Partners' team members from any location to refer jobseekers in need of employment and training services. CSBFV staff will utilize this portal to refer universal customers for assistance.
- 2. Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the local American Job Center network;
- 3. Develop materials summarizing their program requirements and making them available for Partners and customers;
- 4. Provide a paragraph regarding the description of Partners' programs and services with website link to organization/entity to be placed on CSBFV website;
- 5. Develop and utilize common intake, eligibility determination, assessment, and registration forms:
- 6. Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs;
- 7. Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- 8. Commit to robust and ongoing communication required for an effective referral process, and
- 9. Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

# IX. CONFIDENTIALITY OF RECORDS

In the event that a Party to this Agreement obtains access to any records, files, or other information in connection with, or during the performance of this Agreement, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other Party.

# X. DATA SHARING

CSBFV may provide employment services to individuals participating in a Partner's programs and aggregated information to assist the Partner in its evaluation of the effectiveness of programs as it relates to the employment of individuals who have participated in the Partner's programs. The Partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CSBFV will only allow those employees who have a legitimate need to access the information with access to the personally identifiable information provided by the Partner.

The Parties agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customer's interaction with the integrated system and allows information collected from customers at intake to be captured once.

The Partners further agrees that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledges that the execution of this Agreement, by itself, does not function to satisfy all requirements.

All data, including customer PII, collected, used, and disclosed by the Partner will be subject to the following:

- 1. Customer PII will be properly secured in accordance with CSBFV's policies and procedures regarding the safeguarding of PII.
- 2. The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
- 3. All confidential data contained in the UI wage records must be protected in accordance with the requirements set forth in 20 CFR Part 603.
- 4. All personal information contained in VR records must be protected in accordance with the requirements set forth 34 CFR 361.38.
- 5. Customer data may be shared with other programs, for those program's purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
- 6. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- 7. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)).

All career center staff and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

# XI. INFRASTRUCTURE COSTS

Costs of the infrastructure of the one-stop delivery system career centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

The goal of the operating budget is to develop a funding mechanism that:

1. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,

- 2. Reduces the duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- 3. Reduces duplication by establishing data sharing as it relates to participant records for outcome information.
- 4. Reduces overhead costs for any one Partner by streamlining and sharing financial, procurement, and facility costs, and
- 5. Ensures costs are appropriately shared by determining contributions based on the proportionate use of the one-stop delivery system career centers and relative benefits received and requiring all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider the one-stop operating budget the master budget necessary to maintain the high standard One-Stop delivery system. The master budget includes infrastructure costs, additional services, and shared services as required by WIOA and its implementing regulations.

All costs included are allocated to each Partner's proportionate use and relative benefits received and will be reconciled on an annual basis. Costs are transparent and negotiated among all Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiate in good faith and seek to establish outcomes that are reasonable and fair.

# XII. THE ONE-STOP OPERATING BUDGET AND COST ALLOCATION METHODOLOGY

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the one-stop delivery system career centers. This plan identifies all costs associated with operating the local AJC one-stop system, as outlined in **Attachment A – One-Stop Operating Budget**.

All required Partners agree to provide access to their programs in the comprehensive career centers and contribute to the infrastructure costs. Partners will have staff co-located in the center (on a full or part-time basis) or will provide access via direct linkage as outlined in **Attachment B** – **Partners On-Site Representation Schedule** and will fund the infrastructure costs based on a percentage of the Partner's annual full-time equivalency (FTE). Costs included are allocated according to Partner's proportionate use and relative benefits received and will be reconciled on an annual basis.

Required Partners who have not elected to have staff co-located in the AJC will utilize a "direct linkage" that will allow customers to connect with Partner's program staff to access services. Cross-trained Career Center staff and other physically co-located partner staff can assist in providing information and referrals to direct-linkage Partners. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of 0.1 FTE or 4 hours per week (1 FTE is equivalent to 40 hours/week).

CareerSource Brevard Flagler Volusia selected the FTE cost allocation base to determine overall Partner contributions. This was done in an effort:

- 1. To remedy the imbalance on non-physically represented Partners, and
- 2. To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the Career Center and relative benefit received.

# A. PARTNERS' CONTRIBUTION

The Partners' contribution cost determination is based on all costs associated with the operation

of the AJC as described above in **Attachment B – Partners On-Site Representation Schedule.** These amounts vary based on each Partner's election to have their representatives in the career center(s) on a full or part-time basis, or not have their representatives in the career center(s) but offer a technology option to serve customers.

# **B. FUNDING TYPES AND SOURCES**

The permissible types of funds used for infrastructure costs and additional cost of operating a local one-stop delivery system (i.e. Partner's program or administrative funds) may differ depending upon the Partner's programs authorizing law and implementing regulations. The funds that may be used also differ based on whether the amount that must be contributed by a Partner for infrastructure costs is determined under the Local Funding Model or the State Funding Model. For more information, a copy of the TEGL 17-16: Infrastructure Funding of the one-stop delivery system can be found at: <a href="https://wdr.doleta.gov/directives/corr\_doc.cfm?DOCN=4968">https://wdr.doleta.gov/directives/corr\_doc.cfm?DOCN=4968</a>.

# 1. Types

Funding for infrastructure costs and additional costs may be in the form of:

- a) Cash, Non-Cash, or Third-Party In-Kind Contributions;
  - 1) Cash Funds provided to CSBFV or its designee by the Partners, either directly by interagency transfer, or by third party.
  - Non-Cash Expenditures incurred by one-stop Partners on behalf of the one-stop, or Non-Cash contributions, goods or services contributed by the Partner and used by the onestop.
  - 3) Third-Party In-Kind Contributions of space, equipment, technology, non-personnel services, or other items to support infrastructure costs associated with one-stop operations, by a non-one-stop partner that supports the one-stop in general or the proportionate share of the one-stop infrastructure costs of a specific partner according to [20 CFR 678.720; 20 CFR 678.760, 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR463.760.]
  - 4) Funding from philanthropic organizations or other private entities; or
  - 5) Other alternative financing options as described in WIOA sec. 121(c)(2)(A)(ii) and 20 CFR 678.715, 34 CFR 361.715, and 34 CFR 463.715.

Some Partners' programs may have statutory or regulatory prohibitions against using certain types of these contribution or on how the program may treat these contributions for fiscal accountability purposes under the respective program's requirements. The value of non-cash and third-party in-kind contributions must be fairly evaluated in accordance with the Uniform Guidance at 2 CFR 200.306.

#### 2. Sources

The source of funds that may be used to pay for infrastructure costs depends on the requirements regarding use of funds under the law authorizing the Partner's program that is contributing the funding. The infrastructure funding may be from funds classified as administrative, program, or both, depending on the partner program's requirements.

# C. COST RECONCILIATION

All Parties agree that an annual reconciliation of budgeted and actual costs and update of the allocation bases will be provided for review. CSBFV will submit invoices to the Partners annually and will send a copy of the updated budget to all Parties. Partners will communicate any disputes with costs in the invoice or the budget in writing. CSBFV will review disputed cost items, and when necessary, revise the invoice and the adjusted budget upon resolution of the dispute.

One-stop delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the career center, including, but not limited to: rental of the facilities; utilities and maintenance; equipment, including assessment-related products and assistive technology for individuals with disabilities; and, technology to facilitate access to the one-stop delivery system, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., American Job Center signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the career center (WIOA sec. 121 (h)(4) and 20 CFR 678.700(a), and 34 CFR 446.700(a)).

Non-personnel costs are costs that are not compensation for personnel costs. For example, technology-related services performed by vendors or contractors are non-personnel costs and may be identified as infrastructure costs if they are necessary for the general operation for the career center. Such costs would include service contracts with vendors or contractors, equipment, and supplies.

Personnel services include salaries, wages, and fringe benefits of the employees of Partners programs or their sub-recipients, as described in 2 CFR 200.430 & 200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the career center as a whole would be personnel costs. The costs of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that career center is a personnel expense. These costs, therefore, could not be included in infrastructure costs but are included in "additional costs."

All Parties to this Agreement recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the career center or not. Each Partners' contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received; consistent with the Partner programs authorizing laws and regulations and the Uniform Guidance. A partner planning form for all anticipated contributions is outlined on each Partner's Attachment C – Partner Reconciliation Planning Form AND Signature Page.

# XIII. STEPS UTILIZED TO REACH CONSENSUS

The agreement process among CareerSource Brevard Flagler Volusia and its Partners was a collaborative effort, ensuring that all parties were in consensus with the terms set forth in this Agreement. The allocation bases, as part of the Infrastructure Funding Agreement (IFA), were carefully selected to reflect the most suitable approach for all involved. By gathering data on anticipated usage, CSBFV was able to propose initial contribution amounts that were acceptable to the Partners. Furthermore, the establishment of mechanisms for future expense review and reconciliation was agreed upon as defined herein.

# XIV. AMENDMENTS, MODIFICATIONS, AND TERMINATION

Neither this Agreement nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement sent via certified U. S. Mail. This Agreement may be terminated for convenience at any time by any Party upon thirty (30) days written notice.

# XV. MERGER

This Agreement constitutes and expresses the entire and integrated understanding and

agreement between the Parties hereto, superseding, incorporating and merging all prior understandings, agreements, and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the Parties.

# XVI. THIRD PARTY BENEFICIARY

The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

# XVII. GOVERNANCE AND DISPUTE RESOLUTION

The accountability and responsibility for the one-stop delivery system's organizational activity and accomplishments will rest with CSBFV, its Board of Directors, and the Chief Elected Official. Pursuant to the Act, CSBFV shall conduct oversight with respect to the one-stop delivery system. Any dispute concerning this Agreement will be resolved in accordance with CSBFV's Grievance/Complaint and Hearing/Appeal Process.

If an issue arises involving this Agreement, the Parties will make every effort to reach a resolution in a timely and efficient manner. A Party may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the Parties, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the Executive Director of CSBFV, the Chief Elected Official, and the Director of the Partner organizations. A joint decision shall be issued within 60 calendar days of receipt.

If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Commerce (FDC) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. FDC and DOE may remand the issue back to the Executive Director of CSBFV, the Chief Elected Official, and to the Director of the Partner organization or impose other remedies to resolve the issue.

# XVIII. MONITORING

CSBFV or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- 1. Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
- 2. Those laws, regulations, and policies are properly enforced,
- 3. Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- 4. Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- 5. Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
- 6. All MOU terms and conditions are fulfilled.

All parties to this Agreement should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

# XIX. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Parties to this Agreement certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits to participate in any WIOA Title I-financially assisted program or activity based off discrimination described in the written assurances detailed in the following Titles, Sections, and Subsections of the Code of Federal Regulations. The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

# XX. INDEMNIFICATION

All Parties to this Agreement recognize the partnership involves various levels of government, not-for-profit, and for-profit entities. Each Party to this Agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other Party, State, or non-State for the consequences of any act or omission of any third party. The Parties acknowledge CSBFV, and the one-stop operator have no responsibility and/or liability for any actions of the partner's employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of CSBFV its employees, its agents, or its officers or the one-stop operator, its employees, its agents, or its officers.

#### XXI. SEVERABILITY

Should any provision of this Agreement, as set forth herein be declared illegal or unenforceable by any court of competent jurisdiction, such that it cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

# XXII. ASSIGNMENT

CSBFV and Partners each bind its respective entity and its successors, legal representatives, and assigns to the other Party to this MOU, and to the partners, successors, legal representatives, and assigns of such other Party, and in respect to all covenants of this MOU; and neither CSBFV nor Partner shall assign nor transfer their interest in this MOU without the prior written consent of the other Party.

#### XXIII. INDEPENDENT CONTRACTOR

It is agreed by the Parties that, at all times and for all purposes within the scope of this MOU, the relationships of the Partners to CSBFV is that of independent contractor, and not that of employee or agent. No statement contained in this MOU shall be construed so as to define the Partners or its employees as an employee of CSBFV. As an independent contractor, the Partners shall not be entitled to any of the rights, privileges, or benefits of CSBFV employees.

# XXIV. APPLICABLE LAW

Except as otherwise stated herein, the law of the State of Florida, without regard to any conflict of law's provisions, shall govern the validity of this MOU, its interpretation and performance, and any other claims related hereto.

# XXV. ATTORNEY'S FEES

In the event of any legal action to enforce the terms of this MOU each party shall bear its own attorney's fees and costs.

# XXVI. VENUE

Venue for any legal action brought by any party to this MOU to interpret, construe or enforce this MOU shall be in a court of competent jurisdiction in and for Brevard County, Florida or Flagler County, Florida or Volusia County, Florida, and any trial shall be non-jury.

# XXVII. WAIVER OF JURY TRIAL

PARTIES KNOWINGLY AND EXPRESSLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY MODIFICATIONS, ANY AMENDMENTS, OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

# XXVIII. DRUG AND ALCOHOL-FREE WORKPLACE

All Parties to this Agreement certify that they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if any employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

# XXIX. CERTIFICATION REGARDING LOBBYING

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 CFR Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

# XXX. DEBARMENT AND SUSPENSION

All Parties shall comply with the debarment and suspension requirements (E.0.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

#### XXXI. PRIORITY OF SERVICE

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited, priority of service for veterans and their eligible spouses, and priority of service for the WIOA Title I Adult program, as required by 38 U.S.C. sec 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

#### XXXII. COUNTERPARTS

This Agreement may be executed in counterparts, all of which shall together constitute one instrument.

# XXXIII. LEGAL AUTHORITY

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), to develop and enter into a Memorandum of Understanding (MOU) between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

Additionally, the sharing and allocation of infrastructure costs among One-Stop Partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

# XXXIV. ATTACHMENTS

Attachment A – One-Stop Operating Budget

Attachment B – Partners On-Site Representation Schedule

Attachment C - Partner Reconciliation Planning Form AND Signature Page

# XXXV. SIGNATURES

**IN WITNESS WHEREOF**, the CEO and CSBFV have caused this Agreement to be duly executed as of the date set forth below.

#### **APPROVED BY:**

# Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard Flagler Volusia

Marci Murphy	08 / 28 / 2024
Marci Murphy, Executive Director CareerSource Brevard Flagler Volusia	Date
Chief Elected Official	
Rob Feltner	08 / 28 / 2024
Rob Feltner Brevard County Board of County Commissioner/ County Consortia Chair/ Chief Elected Official	Date

# MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE FUNDING AGREEMENT ONE-STOP DELIVERY SYSTEM

# Attachment A - One-Stop Delivery System Operating Budget PY 24-25 Comprehensive Budget for CSBFV's One-Stop Delivery System Effective: 07/01/2024

Description	FY 2024-2025 Budget
Career Center Infrastructure Costs:	
Office Rent/Leases	962,793
Utilities	167,200
Repairs and Maintenance	106,800
Property Insurance	74,100
Institutional Supplies	53,009
Telephone	50,100
Furniture/Equipment	50,000
IT Network	324,300
Equipment Rental/Storage	112,582
Total Career Center Infrastructure Costs	\$1,900,884
ADDITIONAL SERVICES	
Shared Career Center Staffing	232,800
/	
TOTAL ADDITIONAL SERVICES	\$232,800
TOTAL ONE-STOP OPERATING BUDGET	\$2,133,684
	<u> </u>
FTEs Supporting the One-Stop System	126
Cost per FTE = Total One-Stop Operating Budget/#F	Γ <b>Es</b> \$16,937.36
Direct Linkage = 0.1 x Cost per FTE	\$1,693.74
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# MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE FUNDING AGREEMENT **ONE-STOP DELIVERY SYSTEM**

Attachment B – Partners On-Site Representation Schedule PY24-25

Required Program Partner	Governance	Local Grantee	Total # of FTES	Weekly Staff Hours	% of Total FTEs	Partner Contribution
Adult, Dislocated, Youth Formula Grants	DOL	CSBFV	22.5	900	17.9%	\$381,090
Hope FL-WIOA & WP	DOL	CSBFV	2.25	90	1.8%	\$38,109
NCPEP	DOL	CSBFV	3.5	140	2.8%	\$59,281
Rapid Response & Apprenticeship Navigator	DOL	CSBFV	2.45	98	1.9%	\$41,479
FAWA/Space Coast	DOL	CSBFV	7.6	304	6.0%	\$128,724
Rural Initiatives	DOL	CSBFV	0.25	10	0.2%	\$4,234
Welfare Transition	HHS/TANF	CSBFV	29	1160	23.0%	\$491,183
Wagner Peyser	DOL	CSBFV	17.3	692	13.7%	\$293,016
DVOP (Veteran Program)	DOL	CSBFV	7.3	292	5.8%	\$123,643
LVER (Veteran Program)	DOL	CSBFV	7.3	292	5.8%	\$123,643
SNAP	DOL	CSBFV	2.5	100	2.0%	\$42,343
Hurricane Ian	DOL	CSBFV	3.25	130	2.6%	\$55,046
RESEA / UC	DOL	CSBFV	13	520	10.3%	\$220,186
MFEA	DOL	CSBFV	2	80	1.6%	\$33,875
Senior Community Employment	DOL	**AARP Foundation	0.675	27	0.6%	\$11,433
Service Program		**NCBA	0.15	6	0.1%	\$2,541
Job Corps	DOL	*Job Corps	0.3	12	0.2%	\$5,081
Community Services Block Grant	DEO	Brevard County Housing & Human Services	0.1	4	0.1%	\$1,694
		Volusia County Community Assistance	0.1	4	0.1%	\$1,694
Adult Education and Family Literacy	DOE	Brevard Adult & Community Education	0.75	30	0.5%	\$12,703
		Flagler Technical College	0.1	4	0.1%	\$1,695
		Daytona State College	0.025	1	0.0%	\$423
Vocational Rehabilitation	DOE	Brevard Vocational Rehabilitation	0.075	3	0.1%	\$1,270
		*Flagler/Volusia Vocational Rehabilitation	0.2	8	0.2%	\$3,387
Career and Technical Education**	DOE	Eastern Florida State College	0.1	4	0.1%	\$1,694
		Flagler Technical College	0.1	4	0.1%	\$1,694
		Daytona State College	0.1	4	0.1%	\$1,694
Division of Blind Services	DOE	*Florida Division of Blind Services	3	120	2.4%	\$50,812
		TOTALS	126	5,034	100%	\$2,133,684

# Infrastructure Contribution

Estimated Cost per FTE = Estimated IFA Budget Total/Total FTEs Estimated Cost per FTE = \$16,937.36

# Estimated Partner Infrastructure Contribution Estimated Cost per FTE x Partner Total #FTE's

# **Direct Linkage (DL) Infrastructure Contribution**

Direct Linkage is defined as a minimum of 4 hours/week (0.1 FTE) of time per county for access through technology. Direct Linkage = \$1,694

<sup>\*</sup>If a program's coverage area is through multiple counties, the FTE count per county will be calculated.

<sup>\*\*</sup>If 2 partners of the same program overlap in one county, the Direct Linkage FTE will be split. (0.05FTE per program)



# WIOA Four-Year Workforce Services Plan Public Comment Process

CareerSource Brevard Flagler Volusia opened the public comment process by placing the fouryear plan online on September 20, 2024, and remained available through September 25, 2024. All committee members, board members, training providers, economic development partners, WIOA-mandated partners and employer customers were electronically invited to review and comment on the plan.

All comments on this plan will be added to this section once the public comment process ended.



#### SIGNATURE PAGE





This plan represents the best efforts of CareerSource Brevard Flagler Volusia to maximize the resources available under the various funding sources establishing the One-Stop Career Center System in Brevard, Flagler, and Volusia Counties for the Local Workforce Development Board 27. The plan was electronically submitted on or before October 2, 2024, and meets the requirements specified by the state which

includes: Local Board Approval & Chief Elected Official. The plan covers the period of January 1, 2025 through December 30, 2028 and has been updated in accordance with the instructions provided by the CareerSource Florida (CSF). The plan contains local information and data necessary to provide the vision, goals, objectives and strategies necessary to ensure that Region 27 contributes to Florida becoming a "top performing economy and be recognized as the world's best place to live, learn, work, and do business." This plan represents the efforts of CareerSource Brevard Flagler Volusia to implement the Workforce Innovation and Opportunity Act. Region 27 will operate in accordance with this plan and applicable federal and state laws, rules, and regulations.

CAREERSOURCE BREVARD
Greg Lloyd, Board Chair
Marci Murphy, Executive Director
Date
CHIEF ELECTED OFFICIAL (CEO)
Tri-County Consortium
Rob Feltner, Consortium Chair
ROD Fettier, Consolitain Chair
Date

CAREERCOLIRCE RREVARD