	GULF COAST W	ORKFORCE BOARD, INC d/b/a HEREIN REFERRED TO AS BO						
GRANT AGREEMENT NUMBER:		21/22-GCSC-WIOA-OSY	MODIFICATION NUMBER:					
SERVICE PROVID		Gulf Coast State College	DUNS NO.: 026280982					
AILING ADDRES		5230 West U.S. Highway 98, F						
TELEPHONE / FAX NO:		(850) 872-4340, Ext. 8165 FAX: (850) 872-4346						
CONTACT PERSON:		Tassalhie Dekouche						
MAIL ADDRESS		tdekouche@careersourcegc.com						
GRANT AGREEM	ENT MANAGER:	Glen McDonald-VP of Strategie	c Initiatives and Economic Development					
MAIL ADDRESS		gmcdonald@gulfcoast.edu						
TITLE OF PROJE	CT:	GCSC - WIOA Services for Ou	ut-of-School Youth Ages 16-24					
SGC CONTACT	PERSON/PHONE	Kimberly L. Bodine, 850-913-3	285					
		USDOL WIOA-Youth #17.259						
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			Federal money-100% and percentage and dolla					
			nongovernmental sources – 0%, \$0.00					
RESEARCH OR D	EVELOPMENT: No							
PAGE NO.		TABLE OF C	ONTENTS					
2	FAIN NUMBERS A	AND FUNDING SUMMARY						
3	MODIFICATION P	MODIFICATION PAGE AND SIGNATURE SHEET						
4	ARTICLES							
5	ORGANIZATIONAL INFORMATION							
6	EXECUTIVE SUMMARY							
8	PROGRAM SUMMARY							
9	METHOD AND TIME PAYMENT							
10	PERFORMANCE OUTCOMES							
11	BUDGET SUMMARY							
13	BUDGET SUMMARY BUDGET NARRATIVE AND COST ALLOCATION PLAN							
14	STATEMENT OF WORK							
19	STAFFING PLAN							
22		COORDINATION & NON-DUPLICATION						
23	and the second s	COORDINATION & NON-DUPLICATION CONFLICT OF INTEREST / QUALITY CONTROL						
24	FILE MAINTENAN	the second s						
26	BONDING STATE	the later of the l						
20	STATEMENT OF	and the second se						
28	a second s	TION AND EQUAL OPPORTUN						
29	and the second se	the second is a first of the second se	AINT & GRIEVANCE PROCEDURE					
30		the second s						
31	the second secon	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER LOBBYING CERTIFICATION						
	and the second sec	ATEMENT/ PELL GRANT						
32	and the second sec							
33		CRIMES STATEMENT						
35	and the second se	RKPLACE REQUIREMENT CER						
36	STAFF BACKGRC		SMOKE, SCRUTINIZED COMPANIES LISTS,					
39	ASSURANCES		And the second					

FAIN#	DESCRIPTION	FEDERAL AWARD YEAR	FEDERAL AWARDING
AA-34762-20-55-A-12	WIOA <u>Youth/</u> Adult/Dislocated Wkr. Formula Combined	PY2020/FY2021	U.S. Dept. of Labor
TBD	WIOA Youth/Adult Dislocated Wkr. Formula Combined	PY2021/FY2022	U.S. Dept. of Labor

\*FAIN numbers subject to change

FUNDING	WIOA OSY Youth
Direct Svcs	111,674
AMT +/-	
TOTAL	111,674

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

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

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

APPROVED FOR THE BOARD (Signature)

Name: Kimberly L. Bodine					
Title:	Executive Director				
Date:	6 25 21				
Witness Date:	mbertayor				
Duto.	- the dell				

APPROVED FOR SERVICE PROVIDER
By MAC.
(Signature)
Name: Dr. John Holdnak

Name:	Dr. John Holdnak	_
Title:	President	
Date:	6252.	

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

STATE OF FLORIDA COUNTY OF BAY

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

Notary Public

DOROTHY ANN TERRYM& commission expires:

WITNESS my hand and official seal in the County and State named above this 25 day of June	2021

MY COMMISSION # HH54411 EXPIRES: November 02, 2024

the second se				
Gulf Coast State College WIOA	Out-of-School Youth	2021-2022		

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

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

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

# ARTICLE I. SCOPE OF SERVICES

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

# ARTICLE II. PERIOD OF GRANT AGREEMENT

This Grant Agreement is effective July 1, 2021 and the Service Provider shall commence performance of the terms and conditions hereof within thirty-(30) days after said effective date. Such performance shall be completed on or before June 30, 2022 unless this Agreement is terminated as herein provided. The Board reserves the right to extend contractual agreements for up to three years to successful providers, and to award existing and newly acquired funds into existing contracts. Renewals shall be contingent on the provider's satisfactory performance evaluations and subject to availability of funds.

# ORGANIZATIONAL INFORMATION

	pe of Organization		1	
	Partnership			
	Public Agency	Specify:		
	Corporation	State of Incorporation:		
Х	Other	Specify: State College	1	
	and the second		Yes	No
2. N	linority and/or Fem	ale Owned and Operated		X
3. C	Community-Based C	Drganization		X
4. S	status of Organization	on: Has the organization ever had a contract cancelled for cause?		X
5. D	oes the Organizati	on owe any repayment of funds to any organization?		X
6. H		n declared bankruptcy and/or had any assets attached by any		X
7. H	las the organization	n ever been, or is it presently debarred or suspended from II, State, or Local governments?		X
8. H	las the Organization	n and/or its' principal officers, in their capacity as such, been the past three years?		X
-		on have subsidiaries, a parent organization, or other affiliates?	-	X

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

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

# EXECUTIVE SUMMARY

#### Vision of the CareerSource Gulf Coast Job Center

For over 25 years, Gulf Coast State College (GCSC) has demonstrated consistent dedication and commitment to excellence in the operation of the CareerSource Gulf Coast (CSGC) Job Center. As a result of new legislation signed into law in 2014, the federal government refocused its effort and placed significant importance on serving older out-of-school youth as these individuals are often disengaged from learning and employment opportunities that would assist them in becoming self- sufficient. In 2015, the college proposed and was successfully awarded the Older Out-of-School Youth grant to provide diversified services to local youth who had not attained their high school diploma or GED. Tc date, the lives of 162 participants have been impacted during these past five years; creating the pathways necessary to introduce them into the workforce. GCSC's vision entails strengthening its commitment to Bay County's out-of-school youth, ages 16-24, by providing opportunities for re-engagement in training and employment activities via a wide variety of comprehensive services. Our vision demands that the college perform to a level of excellence that positively impacts the life of older youth in a way that results in their lifelong success. The college's overall goal and vision will be to deliver a customer-focused strategy that is responsive to the needs of older youth and meets the performance goals outlined by CSGC in this workforce region.

For the new 2021-2022 grant cycle, GCSC will continue to investigate and evaluate the development of innovative workforce strategies/methods and programs specifically tailored for the demands of our local workforce. GCSC has the framework and expertise to design, administer, and deliver all workforce development activities and the demonstrated ability to adapt and conform to changes in policy, practices and priorities while meeting its contractual requirements.

#### Estimate of number to be served by activity and structure of service area

During the 2021-2022 program year, GCSC estimates that approximately 20 youth will be served in the older out-of-school youth program (also known as "Cornerstone"). Under the supervision of the CareerSource Gulf Coast Board, the college will provide services that shall include; recruitment, objective assessments and evaluations, personalized service strategies, financial literacy training, linkages to careers/career pathways, work-based learning opportunities, follow-up, training opportunities, referral to supportive services, as well as other preparatory activities.

GCSC has secured letters of support from businesses and partnering agencies which will provide a reciprocal referral process. Resources will be leveraged, and appropriate services will be provided, as needed. Partnering agencies shall include, but not be limited to, the Department of Juvenile Justice, Bay District Schools, Life Management Center of Northwest FL, LEAD Coalition, Royal American Management, Big Bend Community Based Care and Goodwill Industries, as well as other agencies.

#### **Customer Service**

Community involvement, outreach and recruitment, in addition to collaboration with local agencies are essential to the success of serving out-of-school youth. Demonstrating initiative, creativity, and responsiveness to the client's needs in the community and with employers is equally as important and will remain a top priority.

Social media is one of several effective communication channels that will be used as a way to connect with youth. Over the past several years, the CSGC social media accounts have experienced upward trending gains in usage. This media source will continue to be used to connect with youth participants and link the services provided by the college under the CSGC brand. In addition to emails and phone calls, Facebook's instant messenger (IM) is one of the outlets used to notify youth of relevant information and upcoming activities in the Cornerstone Program. Approximately 4% of all Facebook users are between the ages of 18-24; part of the targeted age group under WIOA. The Job Center Coordinator will work collaboratively with Board Staff and the Director of Workforce Services and Communications to ensure that any creative programmatic information

posted via social media, print, or any other internal or external marketing platform will be consistent in messaging and will maintain the integrity of the "CareerSource" brand.

To motivate the youth enrolled in the program, incentives will be offered after the attainment of certain milestones have been reached. The idea is that monetary incentives can further encourage and motivate youth to remain engaged in various WIOA programmatic requirements and training opportunities. The youth would learn that only after hard work, dedication and commitment to specific goals and objectives, as well as active participation in program activities, can incentives be earned.

A team of organizations and others who are relevant to the well-being of the client will be convened (example: family members, service providers, and agency representatives) to provide supportive services. The college will develop a collaborative network and "team approach" to meet the needs of the client. Research indicates that youth who receive contextualized basic skills instruction along with occupational skill training experience a higher level of success. In these instances, all efforts will be exhausted to connect mentoring, specific occupational elearning courses/workshops (and hands-on training in specific instances), coaching, job shadowing, work experience and leadership opportunities to the client.

Through the college's service as the existing CSGC Job Center Operator, a number of effective working relationships with local area employers have been established, retained, and strengthened over the past few years. It is important that we continue to develop and grow these relationships as a pathway to employment opportunities for youth. We will seek internships and work experience opportunities, where appropriate. This will allow businesses to share an active role in the investment of future talent and allow youth to be exposed to various jobs. The goal is to prepare youth's expectation as they enter, grow and advance in a job and/or their chosen career field.

# PROGRAM SUMMARY CareerSource Gulf Coast Job Center

# SERVICE PROVIDER NAME: Gulf Coast State College CUSTOMER GROUP: WIOA Out-of-School YOUTH GRANT AGREEMENT YEAR: 2021 – 2022 Bay County

(Cumulative)	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
TOTAL ENROLLED	9	11	12	14	16	17	18	18	19	19	20	20
CARRIED OVER TOTAL	8	8	8	8	8	8	8	8	8	8	8	8
New Enrollees (All activities)	1	3	4	6	8	9	10	10	11	11	12	12
# Enrolled in Education/Activities	1	10	12	14	16	17	18	18	19	19	20	20
# Enrolled in Work Readiness Activities	1	10	12	14	16	17	18	18	19	19	20	20
# Enrolled in Occupational skills Activities	1	1	1	1	1	1	1	1	2	2	2	2
# Exited	1	1	2	7	9	10	10	11	12	12	14	14
# Posilive Outcomes	1	1	2	6	8	9	9	15	10	10	12	12
# Negalive Outcomes	0	0	0	1	1	1	1	1	1	1	1	1
# Atlained Diploma/GED	1	2	2	4	6	7	10	12	14	16	17	18
# Other Outcomes	0	0	0	0	0	0	0	0	0	0	0	1
# On Board	10	10	8	8	8	9	3	0	0	0	0	0

Education activities include tutoring, study skills, and diploma/GED attainment.

Work Readiness activities include program elements such as work activities/experience, leadership development opportunities, career exploration, and employability skills.

Occupational Skills activities encompass skills training

• Employed and Post-Secondary Ed. Hires may hold duplicate students. It is understood the positive outcomes are those students who obtain a GED and exit with employment and/or post-secondary education.

Total # Enrolled	Total Cost Per Participant
20	\$5,584

# MODIFICATIONS ONLY

Additional # Enrolled	New Total # Enrolled	Total Cost Per Participant	
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# METHOD AND TIME PAYMENT

- 1. CareerSource Gulf Coast shall pay an aggregate amount not to exceed of \$111,674 shown on the copy of the budget summary hereto attached and made a part of this Grant Agreement. If during the term of the Grant Agreement Gulf Coast State College determines that submitted line items need to be adjusted, then these adjustments may be made if prior written approval is obtained from CareerSource Gulf Coast. The total amount allowed of \$111,674 cannot be over expended. CareerSource Gulf Coast is not obligated to approve payment of any amount for expenses incurred related to this Agreement prior to the effective date.
- 2. CareerSource Gulf Coast has entered into an agreement with Gulf Coast State College under the terms of which Gulf Coast State College is the fiscal agent for CareerSource Gulf Coast. All financial reports must be submitted by the 8th of each month to the Finance Director for CareerSource Gulf Coast located at Gulf Coast State College. The reimbursement check issued will be a Gulf Coast State College check.

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

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

The Service Provider understands that monthly reimbursements to finance this Grant Agreement are for the purpose outlined in the Statement of Work, and outcomes specifically identified in the Program Summaries and Performance sections of the Grant Agreement. The Service Provider may expect cost reimbursement by the end of the reporting month if all reports are submitted in a timely and accurate manner to the Board. The following performance is required of all Workforce Innovation and Opportunity Act (WIOA) providers:

 Actual job placements achieved by a service provider will be compared to planned quarterly benchmarks specified in the Program Summary. Failure to achieve 80% of those planned placements into unsubsidized employment/post-secondary education may result in funds being withheld until the Service Provider reaches the stated level of performance. The Service Provider will be required to repay funds if the performance level is not achieved by the end of the Grant Agreement period.  Of all actual terminations that occur in the Older Youth programs, an overall 80% must be associated with placement into unsubsidized employment/post-secondary education by the end of the Grant Agreement period.

In the <u>above-mentioned situation</u>, whereby a Service Provider does not achieve the stated level of performance, the following methodology will be used to calculate the payback for each placement below 80% of the contracted job Placements: Cost per placement = <u>total funds expended</u> divided by number of participants placed into unsubsidized employment/post-secondary education.

Number of placements missed X Cost per placement = dollar amount of pay back.

Failure to provide training and/or program activities as specified may result in repayment of all or a portion of the funds paid for such.

# PERFORMANCE OUTCOMES

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

WIOA Out-of-School Youth Performance Standards 2021 - 2022	
the second s	Required Outcome
Placement in Employment or Post-Secondary Education	95%
Credential/Diploma Rate - Attainment of Degree or Credential	92%
Average wage at placement	\$10.00
Measurable Skills Gains	73%
*Additional measures may be added; based on guidance from DEO	1

Three performance measures for contract year 2021-2022 are listed below. The service provider must meet two of the three measures to earn the ten (10) percent holdback. Exceeding one measure will count as meeting two; however, the service provider is encouraged to strive towards meeting all three goals.

- 1) Attainment of Degree or Credential
- 2) Placement in Employment or Post-Secondary Education
- 3) Measurable Skills Gain

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

Performance is a priority for the college and we are committed to achieving each of the performance levels as established by CareerSource Gulf Coast and remaining a top performer in the state of Florida.

On a monthly basis, the CSGC Job Center Coordinator will monitor all performance measures. To maintain high levels of performance, GCSC will employ qualified staff and provide training on performance measures and what each measure represents. Information related to performance will be shared with staff at regularly scheduled meetings. If the CSGC Job Center Coordinator determines staff needs additional assistance to perform at a higher level, they will consult with the Director of Workforce Services to request technical assistance or additional training from CareerSource Gulf Coast or the Florida Department of Economic Opportunity. We will maintain regular contact with partner organizations to evaluate the level of effectiveness of services provided. Performance will be based on the program requirements and will be reported in the monthly CSGC Traffic Report.

CareerSource Gulf Coast - Out of School Youth	n Budget Proposal
2021 - 2022	
Coordinator/Dekouche 5%	2,251
Admin Asst 5%	1,525
OOSY - Case Mgr 100%	32,250
OOSY Linda Cohen - Case Mgr. 100%	32,250
Potential pay raises (3%)	2,048
TOTAL SALARIES with 3% potential raise	70,324
FICA and Medicare (7.65%)	5,380
Retirement (10.82 %)	7,609
Health Ins	18,547
Life	149
Health Insurance potential increase	3,812
TOTAL FRINGES:	35,497
TOTAL SALARIES & FRINGES:	105,821
OPERATIONAL:	
Travel	2,600
Subtotal	108,421
Indirect Program Costs (3%)	3,253
TOTAL JOB CENTER:	111,674

# Work Experience Expenditure Requirement

- a) WIOA includes a requirement that a minimum of 20% of the region's WIOA Youth dollars (excluding admin.) must be spent on allowable work experience activities.
- b) For 2021-2022, this amount is \$107,671
- c) For guidance on which costs can count toward the requirement, see TEGL 23-14 and TEGL 8-15.
- d) The CSGC Board holds the incentive and training dollars that are spent at GCSC's direction and count toward meeting the goal when combined with the staff time in this contract.

# Items that count toward the 20% work experience requirement

Work Experience Expenditure Tracking and Reporting

The below listed program expenditures on the work experience program element must be tracked and reported (WIOA section 129 (c) (4)).

- Staff time spent:
  - o Identifying potential work experience opportunities
  - o Working with employers to develop the work experience
  - o Working with employers to ensure a successful work experience
  - o Evaluating the work experience
  - o Conducting participant work experience orientation sessions
  - Performing orientations for employers
- Work Experience Incentives, such as:
  - Work Experience/Performance incentives
  - o Participant Work Experience Orientation Session, i.e. (Start Right/Stay Right) cost and incentives
- Students must be enrolled in one of these activities for staff time to count in the 20% Work Experience expenses category:
  - o Internship
  - o Summer/year round employment
  - o OJT
  - Work Experience with a time-limited training plan
- Training, such as Workforce Readiness Training

# Items that do not count toward the 20% work experience requirement

- ✓ Career Exploration
- ✓ Leadership Development & Etiquette Training
- Florida Training & Testing Center (driver training)
- ✓ License fees (such as for driving licenses)
- ✓ Supportive Services

- ✓ GED incentives
- ✓ Literacy/Numeracy gains incentives
- ✓ Money Sense incentives
- Other Certificate Achievements & Workshop Participation incentives (such as Safe Serve, C.N.A., Goal Setting, Leadership, etc.)

# Justification of each proposed expense and method of computation

The budget reflects projected needs for the program year. Employee costs will be allocated to the programs they support. Expenditures are based on prior year expenditures unless otherwise noted.

**Salary/Fringes:** Salaries of **\$68,276** are for the following positions: Two full-time OOS Youth Case Managers at \$32,250 each, Coordinator (\$2,251 - 5% of total salary of \$45,025), and Administrative Assistant (\$1,525 – 5% of total salary of \$30,498). 3% potential raise pool is **2,048**.Total salaries with 3% potential raise are **\$70,324**.

Fringes include FICA and Medicare match, retirement, and insurance. FICA and Medicare match are 7.65% of taxable salaries **\$5,380**. Retirement is 10.82% of salaries **\$7,609**. Health insurance is **\$18,547** as follows: 8,832 each for two case managers, 441.60 (5%) for Coordinator and Admin Assistant. Life insurance is **\$149**. Potential health insurance increase pool is **3,812**. Total fringes/benefits are **\$35,497**.

#### Actual current salary for each employee with 3% potential raise pool:

Name	Salary
Administrative Assistant (\$30,498) 5% charged to this grant	\$1,525
Linda Cohen – Career Manager II	\$32,250
New - Career Manager II	\$32,250
Tassalhie Dekouche (\$45,025) 5% charged to this grant	\$2,251

Travel: Travel costs to deliver services include local travel between the CSGC Job Center and college locations or employer sites as well as out-of-district travel for staff to attend workforce-related conferences and workshops. Total travel is **\$2,600**.

Indirect Program Costs: Reimbursement for costs incurred by the college in support of the contract, not reflected in stand-in costs, is projected at **\$3,235**. Indirect costs are calculated at 3% of direct costs.

#### COST ALLOCATION PLAN

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

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

#### STATEMENT OF WORK

# WIOA OUT-OF-SCHOOL YOUTH AGES 16-24

#### Recruit a sufficient number of applicants

Gulf Coast State College will develop an out-of-school youth outreach and recruitment plan that provides complete, comprehensive services based on WIOA requirements. Relationships with partnering organizations to provide cross-referrals and leveraging of resources will be instrumental in maximizing services. The WIOA career manager will work closely with organizations such as the Department of Juvenile Justice, Bay District Schools, Catholic Charities, Goodwill, Anchorage Children's Home, and Big Bend Community Based Care along with other educational and social services agencies in the local community. Promotional marketing materials have been developed and advertised through various media platforms such as social media, ads, flyers, partner organizations and other effective means. Social media has been proven effective and is one of several communication channels that will be used as a way to connect with the youth to share interesting facts, provide pertinent news/information, and relevant labor market data. All marketing activities, materials and publications will be approved in advance by CareerSource Gulf Coast, and no service provider staff will speak to the media without approval from the Executive Director or Director of Workforce Services. Failure to abide by this directive may result in the Board requiring the immediate termination of the offender. Staff will sign statements of understanding confirming that this policy has been explained to them. All marketing materials/publications will contain the ADA statement: "Equal opportunity employer/program and auxiliary aids and services are available upon request to individuals with disabilities" and will also list the Center's TTY/TDD or relay service.

#### Provide an objective assessment

All applicants will receive an objective assessment that will determine the basic and occupation skill levels, prior work experience, aptitudes, abilities, employability interests and supportive service needs of the participants. The applicant will also receive information applicable to the full array of services provided through the CSGC Job Center such as work registration, training programs/providers, labor market information, workshops, job referrals, use of facilities and equipment, as well as intensive case management services. The assessment process will identify strengths and barriers to success and will include such

assessments as the Comprehensive Adult Student Assessment Systems (CASAS), Ready to Work Assessment (testing in areas of math, reading for information and locating information and includes remediation assistance), CareerShines (Career Assessment), as well as other online interest inventory assessments, and IBM Kenexa testing (in the areas of accounting, financial, industrial, behavioral, MS Office Suite, and a host of other validated assessments). Additional assessments will be used in order to improve the client's educational and skill competencies, outlined in the ISS below.

#### Develop an Individual Service Strategy (ISS) plan

The participant, in conjunction with the Career Manager, will develop an individualized service strategy plan. The participant will take total ownership in setting his/her own goals that will lead to self-sufficiency. The Career Manager and the participant will work together to establish short term, educational and long term goals while simultaneously determining supportive services and developmental needs for each, if required. The ISS will be based on the outcome of the objective assessment and will specifically outline identified barriers, employment and educational goals, and the appropriate mix and combination of services, to include referrals to other programs/organizations for specified activities. The ISS will be used as the basic plan to document the appropriateness of decisions made to provide services to the client and to meet the WIOA performance goals, and will be flexible and adaptable to the needs of the client.

#### Preparation for post-secondary educational opportunities

Based upon a participant's chosen career field, additional training may be required to ensure that the client has the appropriate skills training to successfully enter employment. When the eligibility requirements for the WIOA training program are met, and skills deficiencies, if any, are recognized, the appropriate remediation and training tools will be determined. The applicant will have access to the CSGC Job Center Resource and Assessment Rooms for computer/equipment use. The computers in the Assessment Room have been pre-loaded with the IBM Kenexa assessment. This assessment tool will allow practice testing of college admissions and placement tests as well as other practice tutorials in a variety of different fields and skill sets. An example of these fields would include accounting, legal, healthcare, banking, financial math and industrial occupations, just to name a few.

Tutoring services will be available to youth that may need additional assistance in successfully passing various subjects of the GED. The college has partnered with Tutor Doctor. Tutoring/instruction will be held throughout the week at the Job Center.

#### Unsubsidized employment opportunities

Where appropriate, volunteer work experience opportunities will be made available to the participant. Several organizations such as Gulf Coast Hospital and the Gulf Coast State College IT department have volunteer opportunities available for work experience.

The CSGC Job Center also provides employability skills workshops, in order to enhance the client's ability to obtain and maintain employability. These workshops include topics such as: what employers are looking for, career changing, resume writing, interviewing skills and address elements within the body of the workshop that deal with professional conduct and dress, goal setting and time management, and employability/soft skills. When a client who is registered in WIOA is placed in unsubsidized employment or post-secondary education and training, the career manager will conduct follow-up services for twelve months. The follow-up services include supportive services, adult mentoring, financial literacy education, and services related to employment such as career counseling and exploration services. As an example, if the WIOA youth loses a job, staff will provide assistance in locating another job.

# Effective connections with intermediaries who have strong links to the job market and to local and regional employers

Gulf Coast State College has both direct and indirect connections with the Bay County Economic Development, Panama City Beaches Chamber of Commerce and the Bay County Chamber of Commerce as well as other local and regional employers such as Gulf Power and Adecco.

#### Introductions to and regular contacts with Job Corps and the Armed Services

Participants who elect to pursue a career in the military or training through Job Corps will be introduced to the respective personnel through the most appropriate means and/or venue. Likewise, military recruiting officers or designees schedule ASVAB (Armed Service Vocational Aptitude Battery) testing each week at the Job Center. The Career Manager, who will also be housed at the Job Center, would make the appropriate introduction of the participant to the chosen branch/organization.

# <u>Provide comprehensive Financial Literacy training and ensure that the training contains interactive</u> <u>components and is relevant to the lives of 16-24 year olds</u>

Financial Literacy training will be provided via an on-line, off-the-shelf interactive product containing all of the program elements relevant to youth ages 16-24. Training shall consist of checking/savings account, spending, loans, credit/credit cards, financial products evaluation, identity theft, components, age appropriate financial education, budgeting and how to make informed financial decisions. The college plans to use Goodwill Industries' internet-based Financial Literacy program as it satisfies all required elements of the program.

#### Provide employability skills and social soft skills as part of the overall programs

Personal Development classes will be available to all youth participants. The Start Right, Stay Right workshop/program will be provided, as appropriate, to train youth on the 24 behaviors that are critical to employee and organizational success. Both social soft skills and employability skills will be covered during this training. The four training categories include (1) you and your mindset, (2) you and your co-workers, (3) you and your supervisor/manager and, (4) you and the organization. A Leadership Development workshop will also be developed by the college and will address communication, motivating individuals, team building, problem solving and other related topics. Additionally, employability skills and soft skills workshop will be taught by staff at the CSGC Job Center and include such topics as dressing for success, career planning and changing, applications and interviewing, following up after the interview, labor market information, character traits that employers seek in their employees, career interests/inventory and resumes.

# <u>Ensure that law enforcement or probation officials are aware of the youth's program involvement,</u> and work with youth to ensure fees and fines are paid timely

The Career Manager will develop a relationship with the probation officer to keep abreast of the client's compliance with any court legalities and sanctions, while conversely keeping law enforcement or probation officials up to date on the youth's participation within the WIOA program. The career manager will serve as a mentor and role model in order to build a relationship with the youth. Continuous hands-on involvement (with both the client and the probation officer) will further ensure that fees and fines will be paid timely in order to prevent any unwanted negative repercussions.

#### Establish a referral process for youth to area supports

Gulf Coast State College will work in collaboration with partnering agencies to recruit and provide crossreferrals between agencies such that each agency looks to take advantage of the services that the other has to offer. This approach will maximize the services of the other and assist to avoid any duplication of services. Upon the approval of the CareerSource Gulf Coast Board, Memorandums of Understanding (MOUs) will be developed between the college and/or Board and the partnering agency, as necessary. A list of comprehensive services provided by each agency will be developed and maintained by the case manager. Based on the evaluation of the assessment information and the ISS contained in the client's case file,

supportive services will be appropriately matched with the client's needs. The agency will be contacted by the career manager to set up an appointment to meet with the supporting organization. A referral sheet will be provided to the agency before the client's appointment that will outline the specific service that the client is seeking. Follow-up(s) will be made between the college and the referred agency to ascertain the client's status with the receipt of services, especially in cases where services are ongoing. The client's case file will be updated accordingly.

# Eligibility

The college will coordinate with the CSGC Board for guidance to determine eligibility requirements, availability of funding and allowable costs under the WIOA program. Based on the guidance provided, the college's intake orientation assistant will determine WIOA eligibility in accordance with Board/DEO policy and the applicant's ability to provide the appropriate source documentation (for example: forms of identification and citizenship such as driver's license, passport, birth certificate, etc.). Additional information, such as the results of the objective assessment will also be used, especially when determining if the applicant is basic skills deficient. The applicant will be informed about the full array of services available through CSGC at the initial appointment with their Career Manager.

# Participant referrals for the appropriate training and educational programs

The client will be referred to training providers based on customer choice, program availability and satisfaction of eligibility requirements. All participants will first be required to be work registered in the Employ Florida labor exchange system. The Career Manager will meet again with the client after the objective assessment to determine the results of the career inventory assessment. The Career Manager will then "refer" the participant to the appropriate institution that would provide the training that corresponds to their career interest or developmental need. If the client continues to need assistance, they will be invited back for job search assistance or other referrals. WIOA dollars may be used to sponsor "most likely to succeed" youth into post-secondary education - dependent upon the availability of funding, as well as the selected demand training.

# WIOA program elements

- Tutoring, study skills and instruction leading to secondary school completion
- Tutoring services will be made available to youth that may need additional assistance in successfully passing various subjects of the GED. The college has partnered with Tutor Doctor. Tutoring/instruction will be held from Monday Thursday of each week with varying time slots ranging from 8:30 a.m. to 7:00 p.m.
- Work Experiences

All youth will be engaged in a work experience activity. Where appropriate, internships and/or volunteer work experience opportunities will be made available to the participant. Relationships with businesses will consistently be developed in order to create opportunities for growth for youth and development of a talent pipeline for businesses. Career exploration opportunities through various venues will also be assigned.

Leadership development opportunities

A Leadership Development workshop will be contracted, specifically tailored for youth. This workshop will address communication, motivating individuals, team building, planning, problem solving and other related topics. The overall purpose of this training will be to encourage responsibility (civic and otherwise) as well as, reinforce positive social behavior and expand the capacity of youth to perform in leadership roles, as appropriate.

Supportive services; performance incentives

**Supportive Services**: The Career Manager will determine which supportive services are reasonably required based on the participant's circumstances and unique needs, as identified through the assessment process. Only documented needs outlined in the ISS will be addressed. However, this does not prevent newly identified needs from being added, as the Career Manager is made aware. Attention will be given to ensure that supportive services provided are not available through other agencies and that they are necessary for the client to participate in WIOA activities. Supportive services provided will be limited in amounts and duration; the participant must either be enrolled in the required WIOA program elements or eligible for follow-up services.

**Performance Incentives:** To motivate the youth enrolled in the program, incentives will be offered after the attainment of certain milestones have been reached. Monetary incentives for milestones reached will be used to encourage attendance in various WIOA activities such as classes, workshops and word-of-mouth referrals of other youth to the program (the "referred" client would need to be active in the program at least 30 days before an "incentive" would be issued). The idea is that incentives can further encourage and motivate youth to remain engaged in various WIOA activities. The youth would learn that only after hard work, dedication and commitment to specific goals and objectives, can rewards can be achieved.

# Adult Mentoring

The Gulf Coast State College career manager will serve as the adult mentor for the older out-ofschool youth. The career manager will be engaged in all activities of the youth's ISS and will guide, assist in goal setting, act as an encourager, motivator and "champion" for the participant's success. Frequent meetings and opportunities for communication will be instrumental in building the relationship between participant and career manager. Additional mentoring relationships (with others such as employers, fellow co-workers, etc.) will be sought and encouraged as a second layer of accountability for older out-of-school youth ages 18-24 (who have attained their high school diploma or GED).

#### Follow-up and Follow-up Services

- Follow-up: Contact with the participant will be maintained for a period of not less than one year. Contact may be in the form of oral or written communication. The purpose of this contact is to insure retention in the positive outcome in which the client's case was closed. Contact may be made with employers, post-secondary institutions or other appropriate entity to record retention.
- Follow-Up Services: Youth are required to be offered and provided Follow-Up services (see below) for at least twelve months following case closure. These services are intended to ensure that the youth is successful in employment and/or post-secondary education and training. Follow-Up Services may include:
- o Leadership development
- Assistance in securing better paying jobs
- Work-related peer support groups
- Further education or training
- Contact with youth's employer
- o Career pathway development
- o Adult mentoring
- Services necessary to ensure the success of the youth in employment and/or post-secondary education

For further detail regarding youth follow-up services refer to Procedural Instruction #13.

# Occupational Skills Training; Entrepreneurial Skills Training

- Participants who express an interest in entrepreneurship will be referred to the Business Innovation Center where they can receive coaching, counseling, networking opportunities, workshops, seminars and other training services, as required. For occupational skills training, online and web-based programs such as IBM Kenexa (provides practice tutorials in a variety of different fields) and O\*Net (My Next Move) will be used to provide the knowledge, skills, abilities, personality, education, job outlook, and technology that would be required to perform the selected job. Work readiness skills will be provided before the participant is linked to on-the-job training, internship or pre-apprenticeship opportunity. Integrating basic skills training and job readiness training with occupational "hands-on" skills training is expected to increase engagement in learning and makes it more likely that participants will complete job training and enter post-secondary education or employment.
- Career awareness, counseling and exploration is an inherent part of the services provided at the college-operated CSGC Job Center. The career manager will use several tools to assist the youth with career awareness and exploration. CareerShines, an online comprehensive career assessment test that measures both aptitude and interest will be used to assist with determining the youth's career interest and the type of training programs to pursue for their chosen career. Labor market information will also be used to provide a variety of demographic information (by metropolitan statistical area (MSA), state and/or the nation) to include employment wages by industry and occupation, statewide demand occupations, as well as occupational profiles, as appropriate. The career manager will also provide additional career counseling services which will aid in resolving barriers that may impede the youth's success in attaining post-secondary training and/or education.

# STAFFING PLAN

The college-operated CSGC Job Center will utilize 4 college employees for this program. GCSC will use its services to recruit and select qualified applicants to provide high-quality services. GCSC is an equal opportunity employer, and minority and female candidates are encouraged to apply for vacancies. All College staff will be required to submit to a Level 2 background check. Only candidates that can pass the background check will be hired. The table below provides staffing details including title, number of individuals per position, and responsibilities.

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

#### Assistance and expertise that GCSC will make available:

The college has been very active in providing counseling services to local youth registered in our public and private schools as well as the general community, such as: 1) open house activities and 2) Science, Technology, Engineering & Math (STEM) promotional activities. Recently the College provided its first invention convention to make youth aware of the many careers available in STEM at GCSC as well as in the military. The activity, was sponsored by Florida State University Panama City, Gulf Coast State College, Bay School Districts, the United States Navy Naval Surface Warfare Center Panama City Division, and local industries specializing in STEM fields; orientations and hands-on exhibits in robotics, computer programming, cyber technology, and other STEM related fields was provided. Additionally, the college has facilities in Bay, Gulf and Franklin counties available for student use. In some instances, students who wish to transition into post-secondary education may be able to receive student support services in the TRiO program (a federally funded grant program designed to help students overcome environmental, social, academic and cultural barriers to higher education).

# Number of employees, their planned caseloads and rationale for caseload per staff:

In order to effectively serve the eligible WIOA older out-of-school youth ages 16-24, up to two career managers will be assigned with each career manager being assigned up to twenty youth. Considered a high-touch and intensive service age group, at-risk youth have needs that are extremely time consuming, often complex and intertwined. They may require help determining which among a variety of services they need, when, and in what order. They may also require assistance accessing those services, as well as support to successfully complete those services. The career manager will be expected to provide intensive services with a holistic approach as they work very closely with the youth. Services such as counseling and guidance, mentoring and coaching, complex coordination of services/referrals, networking with community partner organizations and employers, tracking client progress [making mid-course changes to strategies and goals where appropriate], effectively documenting each interaction with the client in the Employ Florida (EF) labor exchange system along with other duties, as required, will be provided.

Position	No.	Responsibilities/Program	
GCSC Staff: 4			% of Time
Coordinator	1	Functional supervision of WIOA OSY Youth Program	5
Career Manager	1	Career/case management services to out-of-school youth 16-24	100
Career Manager	1	Career/case management services to out-of-school youth 16-24	100
Administrative Assistant	1	Switchboard and administrative duties	5

# 1. Required training and certifications

CSGC Job Center staff will complete the DEO's required Florida Workforce Professional Tier 1 Certification within six months of employment. Staff will complete ongoing training in customer service, communication skills, basic computer software programs (i.e., Word, Excel, Outlook) programmatic training (i.e., WIOA Youth) and the DEO's Adobe Connect Learning Management System training programs, as directed.

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

Staff will attain at least 15 hours of continuing education annually after the first year. Staff will be encouraged, and may be required, to attend training as requested by the Dean of Workforce Development, the CareerSource Gulf Coast Board, or the Coordinator. College staff will be required to attend regularly-scheduled staff meetings, which will be a forum to evaluate strategies, provide training,

disseminate information, and encourage continuous improvement. The Coordinator and Administrative Assistant will document staff training.

# 3. Key staff resumes.

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

# 4. Hours of operation and holiday schedule.

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

# 5. Conducting business

Gulf Coast State College will operate the CSGC Job Center according to Standard Operating Procedures (SOPs) included in a MOU negotiated with the CSGC Board. To ensure compliance, the Coordinator will review SOPs in staff meetings, as appropriate. CSGC Job Center staff will follow the professional appearance policies of GCSC and the CSGC Board.

# 6. Operation of special projects

The CSGC Job Center will provide technical assistance, staff, and support to the CSGC Board for additional programs as deemed appropriate with funds permitting.

# 7. Reimbursement for personnel costs

GCSC will request reimbursement for personnel costs only for time actually worked, approved accrued leave payouts, and reasonable vacation, sick leave, and holidays in accordance with Gulf Coast State College personnel policies.

#### 8. Security of sensitive information

Staff will be informed that misuse of sensitive information can result in termination and potential legal action. Staff will have security forms on file with the Regional Security Officer (RSO) to access state and local databases. System access will be terminated when staff leaves employment. The RSO will be responsible for activation and deactivation of requests for system access.

#### 9. Security Awareness Training

The Service Provider will comply with the board's comprehensive security awareness training program. This program is compliant with the Department of Economic Opportunity protocol 5.05.02.04, which promotes and reinforces the importance of preserving the confidentiality, integrity, and limited access of data and IT resources entrusted to them. Staff must receive and complete their initial security awareness training provided by the board within three (3) days of their start date of employment and prior to gaining any system access. Staff will continue to receive refresher training on an annual basis throughout their employment.

#### 10. Personnel files

GCSC will supervise its staff and maintain accurate, up-to-date personnel files. Job performance and goals will be discussed on an informal, day-to-day basis, as needed. Mid-year and annual performance reviews will be conducted to address any performance issues, provide coaching, and determine additional training needs, where required. All personnel-related information and documentation such as continuing education, mid-year evaluations, annual performance reviews, and disciplinary actions will be included in the personnel files. All personnel files will be kept in a secure location by the Coordinator.

# COORDINATION AND NON-DUPLICATION

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

All workforce providers will confirm that participants are not already being served by another provider and will enter participant data into appropriate databases promptly. To avoid duplication of services, the staff will promptly record all supportive services and case notes into the Employ Florida System and collaborate with other community partner agencies, as appropriate. Additionally, all open career positions will be listed with CSGC and the job will be made readily available for applicants to apply.

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

The Florida Legislature requires that any purchase by regional workforce boards of promotional/outreach/ informational items which exceeds a certain amount each year must be approved by the Department of Economic Opportunity prior to purchase. In order to ensure that purchases for this region do not exceed the limit, Service Providers must obtain written permission in advance from the CareerSource Gulf Coast Executive Director prior to making purchases of outreach/informational/promotional items.

# AUTOMATION AND TECHNOLOGY

Gulf Coast State College attests that:

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

The CSGC Job Center has secured access to the Internet for staff and customers. The center maintains a resource and assessment room equipped with 24 computer workstations with internet access, resume writing software, remedial software, videos, facsimile, printing, copier, and telephone services. Assistive technology

is available for individuals with special needs including a 20 inch color automatic focus television for the visually impaired, a teletypewriter (TTY) machine with text display for the hearing impaired, and a workstation with wheel chair accessibility. The training room is equipped with 24 computer workstations, an instructor's workstation, an automated projection screen, and a mounted overhead projector. The board room accommodates 32 people and is equipped with interactive video conferencing equipment. All the computers are equipped with access to the Internet.

All CSGC-JC staff has the necessary resources to provide services and to communicate with all partnering agencies via email and the Internet. Each office is equipped with a personal computer with Microsoft Windows applications, email, and Internet service. Staff also has access to a facsimile, copier and network printers. The CSGC Coordinator, in conjunction with the workforce board's information systems administrator, is responsible for establishing and maintaining email accounts and Internet services. The CSGC Coordinator ensures that each staff member has been trained and has demonstrated the necessary skills to access state databases, Internet, email, and software programs.

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

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

# AVOIDING CONFLICT OF INTEREST

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

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

CSGC Job Center staff will not encourage or direct clients into specific programs or to specific providers. Instead, they will provide information to encourage clients to explore all program opportunities and providers. All approved service and training providers and their representatives will be treated in a fair and equitable manner. The coordinator closely monitors the level of coordination of services among providers.

# QUALITY CONTROL

#### 1. Program and financial monitoring

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

GCSC will ensure that internal monitoring will be conducted monthly utilizing the state's monitoring tool to ensure compliance with the required mandated procedures, administrative codes and guidance directed by CSGC's Board. The collected monitoring tools will be forwarded to the Board's Quality Assurance Representative for review. Any errors or non- compliance issues will be addressed and

corrected immediately in order to ensure the integrity of the data entered in EF, the program itself and its operation.

The CSGC Job Center ensures that it protects and maintains the confidentiality of information by keeping hard-copy files in locked filing cabinets and maintaining the security of passwords for electronic databases. The security officer monitors access to programs and information. The public does not have direct, unaccompanied access to office areas and staff receives consistent, frequent training regarding the importance of maintaining confidentiality. Security Awareness Training is provided and requires mandatory participation by all staff.

The college manages and provides accounting support for numerous Federal, State and locally-funded programs in accordance with GAAP, federal regulations, Florida statues, and Florida's Accounting Manual for Florida's Community Colleges. The college is monitored and audited annually by the state's Auditor General.

#### 2. Performance evaluation

All performance measures, as outlined by the DEO common measures, will be monitored on a monthly basis by the Coordinator. All local CareerSource Gulf Coast Board performance measures as stated in the Service Provider contract will be monitored monthly by the CSGC Job Center Coordinator and reviewed by the local CSGC Board.

# 3. Tracking effectiveness

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

# FILE MAINTENANCE/DOCUMENTATION / DATA ENTRY

# 1. Case Files

- A. Maintenance CSGC Job Center staff will create a hard-copy file (until such time as the Board decides to transition to a paperless system) for each client determined to be eligible for WIOA services. All status changes, case notes, and services will be recorded and maintained until follow-ups are completed. Hard-copy files will be maintained for five years. When eligibility is determined, all information will be entered into EF and maintained until program completion. All out-of-school youth work registrations, services, and case notes will be entered into EF.
- B. **Monitoring compliance -** All case files will be cross checked at the time of eligibility and maintained on a regular basis. No more than three percent of files will have out-of-date or incorrect information when monitored by CareerSource Gulf Coast Board staff or its designee.
- C. **Counseling notes** CSGC Job Center staff will maintain contact with WIOA clients monthly (at a minimum) and will enter notes within 48 hours of a participant contact.
- D. Files are the property of the CareerSource Gulf Coast Board The CSGC Job Center acknowledges that all files are the property of the CareerSource Gulf Coast Board and will be turned over to the CSGC Board upon their request.

## 2. Documentation

Case files will include information and documentation of each of the following, as appropriate to program requirements:

All eligibility and data validation items The initial and comprehensive assessments The Individual Service Strategy (ISS) and its updates Progress reports Time and attendance Training completion certification Counseling notes Job placement information Job retention verification Supportive Services/Expenditures in client's behalf

# 3. Data Entry

Gulf Coast State College will apply for access to relevant management information systems through the CareerSource Gulf Coast Regional Security Officer (RSO), and will notify the RSO when staff no longer requires access. CSGC Job Center staff will enter all WIOA applications within five days of the application date, and files will be transferred to the training provider within 48 hours of the application date. All other WIOA data entry will be entered within 48 hours of the action date, and program exits will be entered within two days of the client's exit date.

#### BONDING STATEMENT

To Whom It May Concern:

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

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

Gulf Coast State College by signing below certifies that they will keep in force, through the entirety of this Grant Agreement, a crime/theft insurance policy, with coverage of a maximum limit of \$1,000,000 per occurrence. Gulf Coast State College is self-insured through the Florida College System Risk Management Consortium and will provide coverage under United Educators policy number J06-93Q effective March 1, 2021 to February 28, 2022.

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

Gulf Coast State College \_\_\_\_\_\_ Service Provider

Dr. John Holdnak Name (Printed or Typed)

President Title Signature

Date

<u>Gulf Coast State College</u> is self-insured insured through the Florida College System Risk Management Consortium and shall provide general liability insurance in an amount not less than \$100,000 per person and \$200,000 per occurrence under United Educators policy number J06-93Q effective March 1, 2021 to February 28, 2022.

Sovereign Immunity is not waived, and the limits of Sovereign Immunity set forth in Florida Statute 768.28 are expressly preserved for any claim, suit, or proceeding governed thereby. Regardless of a single claim or a combination, the maximum amount which can be paid is that amount set-forth in Section 768.28 Florida Statutes.

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

Signatu

Dr. John Holdnak Name (Printed)

President Title

#### NON-DISCRIMINATION and EQUAL OPPORTUNITY CERTIFICATION

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

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

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

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

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

Dr. John Holdnak, President Name / Title

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#### STATE OF FLORIDA COUNTY OF BAY

I hereby certify that on this date before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared: <u>Dr. John Holdnak</u>, who is known as the person described as <u>President</u> of <u>Gulf Coast</u> <u>State College</u> and who executed the foregoing instrument before me, and acknowledged before me he executed it in the name of and for <u>Gulf Coast State College</u>, and that he had statutory authority or has been legally and duly delegated the authority to bind this contractor.

WITNESS my hand and official seal in the County and State named above this 25 day of	2021. urge Jov-2, 2024
Gulf Coast State College WIOA Out-of-School Youth 2021-2022	Page 28



#### Participant Name:

#### NOTICE OF NONDISCRIMINATION AND COMPLAINT & GRIEVANCE PROCEDURES

#### NOTICE OF NONDISCRIMINATION:

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

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

#### INTIMIDATION AND RETALIATION PROHIBITED:

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

#### COMPLAINT PROCEDURES:

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

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

#### GRIEVANCE PROCEDURES (PARTICIPANTS):

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

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

Parlicipanl's signature

Date

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

Program Representative

Date

Revised 3-27-2020

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

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

#### Dr. John Holdnak, President

Name/Title

#### STATE OF FLORIDA COUNTY OF BAY

I hereby certify that on this date before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared: Dr. John Holdnak, who is personally known, is the person described as President of Gulf Coast State College, and who executed the foregoing instrument before me, and acknowledged before me he executed it in the name of and for Gulf Coast State College, and that he had statutory authority or has been legally and duly delegated the authority to bind this contractor.

WITNESS my hand and official seal in the County and State named above this 25 day of June DOROTHY ANN TERRY Dearth Durch Durch Dorothy Dorothy Dorothy Ann TERRY Dearth Durch	2021.
Gulf Coast State College WIQA Out-of-School Youth 2021-2022	Page 30

Signature

Date

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying" available at:

https://forms.sc.egov.usda.gov/efcommon/eFileServices/eForms/SFLLL.PDF in accordance with its instructions.

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

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

Dr. John Holdnak, Presid	dent
Name/Title /	
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Signature

6/25/21

#### **COPYRIGHTS STATEMENT**

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

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

Dr. John Holdnak, President Name/Title

Signature

Signature

6/25/21 Date

#### ASSURANCE OF PELL GRANT COORDINATION

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

# Dr. John Holdnak, President

Name/Title Signature

Date

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

- This sworn statement is submitted to: CareerSource Gulf Coast by <u>Dr. John Holdnak, President</u> of <u>Gulf Coast</u> <u>State College</u> whose business address is: <u>5230 West Highway 98, Panama City, FL 32401</u> and its Federal Employer Identification Number (FEIN) is <u>59-1208155</u>
- 2. My relationship to Contractor is: President

(sole proprietor, partner, president, vice-president)

- 3. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), <u>Florida Statutes</u>, includes a violation of any state and federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or by contract for goods and services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
- 4. I understand the "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), of the <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a pleas of guilty or nolo contendre.
- 5. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, to mean:

(1) A predecessor or successor of a person or a corporation convicted of a public entity crime; or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

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

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

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

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

Dr. John Holdnak, President

Name/Title

Signature

## STATE OF FLORIDA COUNTY OF BAY

I hereby certify that on this date before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared: <u>Dr. John Holdnak</u>, who is personally known, is the person described as <u>President</u> of <u>Gulf Coast State College</u>, and who executed the foregoing instrument before me, and acknowledged before me he executed it in the name of and for <u>Gulf Coast State College</u>, and that he had statutory authority or has been legally and duly delegated the authority to bind this contractor.

WITNESS my hand and official seal in the County and State named above this 25 day of June 2021.

2024 My Commission Expires: Nov

MY COMMISSION # HH54411 EXPIRES: November 02, 2024 mmmmm

# DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION

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

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

Notwithstanding, it is not required to provide the workplace address under the Grant Agreement. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the Grant Agreement, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific Grant Agreement including street address, city, county, state and zip code:

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

Check ( ) if there are workplaces on file that are not identified here.

Check ( ) if an additional page was required for the listing of the workplaces.

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

Signature

Dr. John Holdnak, President \_\_\_\_\_\_\_\_\_ Name/Title

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

Gulf Coast State College (Organization Name)

Executed on (Date): 6125/2)

# CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO-SMOKE

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

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

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

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

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

# CERTIFICATION REGARDING STAFF BACKGROUND CHECKS

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

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

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

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

Signature

Date

STATE OF FLORIDA COUNTY OF Bay

I hereby certify that on this date before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared: Toke Hack not to me known as the person described as

(Authorized Person)

President GULFCOAST State College who executed the foregoing instrument before

(Title)

(Sponsoring Agency)

me, and he/she acknowledged before me that he/she executed it in the name of and for that Service Provider, and that he/she had statutory authority or has been legally and duly delegated the authority to bind this Service Provider.

WITNESS my hand and official seal in the County and State named above this 25 day of June 2021.

Notary Public My Commission Expires: Nor 2,2024

DOROTHY ANN TERRYN MY COMMISSION # HH54411 EXPIRES: November 02, 2024 www.

#### ASSURANCES

As a condition of the receipt of Federal and State funds under the Personal Responsibility Act (Public Law 104-193), the Workforce Innovation and Opportunity Act (WIOA) (Public Law 105-220), and the Workforce Innovation Act of 2000 rules and regulations, hereby identified as Board programs, the Service Provider agrees to submit a plan for the delivery of Job Center services and operations under the WIOA and Welfare Transition programs, and agrees to operate the programs in accordance with Federal, State and Iocal requirements, the Region Four Local Workforce Services Plan, the Welfare Transition Plan, the Department of Economic Opportunity's Welfare Transition Employment and Training Handbook and all other laws as applicable.

# THE SERVICE PROVIDER ASSURES THAT:

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

If the Board determines that the program described in this GRANT AGREEMENT is not functioning as intended, the Board shall notify the Service Provider immediately by telephone, followed by written notice, which may result in bilateral corrective action or adjustment of the Contractual terms through modification of this GRANT AGREEMENT.

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

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

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

- 5. The Service Provider shall maintain sufficient financial records to allow costs to be properly charged to the appropriate cost categories. The Service Provider shall maintain proper accounts and an accurate verification of participant statistics.
- 6. In accordance with Florida Statutes, 50% of adult and dislocated worker funds must be expended for Individual Training Accounts (ITAs). Please refer to DEO FG 074 for guidelines on allowable costs that may be considered as a part of the 50% funds.
- 7. Service provider expenditures will be reviewed after the second quarter of the program year. If contract funds are not 35% expended, funds may be de-obligated.
- 8. In compliance with WIOA Public Law 113-128, Section 194 (15) none of the funds provided under this title shall be used by a recipient or sub-recipient of those funds to pay the salary and bonuses of an individual at a rate in excess of Executive Level II. This restriction does not apply to vendors/contractors providing goods and services as described in NPRM 683.290 (c).
- 9. The Florida Legislature requires that any purchase by regional workforce boards of promotional/outreach/informational items which exceeds a certain amount each year must be approved by the Department of Economic Opportunity prior to purchase. In order to ensure that purchases for this region do not exceed the limit, Service Providers must obtain written permission in advance from the CareerSource Gulf Coast Executive Director prior to making purchases of outreach/informational items.
- 10. The Service Provider who is a public or private nonprofit agency assures that revenues in excess of costs shall be treated as program income. Accordingly, these funds may be retained by the Service Provider to underwrite additional training or training related services pursuant to the project or program that generated them. Funds not spent during the GRANT AGREEMENT period shall be returned to the Board within thirty-(30) days of the expiration date of the GRANT AGREEMENT.

- 11. The Service Provider shall establish and maintain an auditable accounting system, and report on an accrual basis at year end in accordance with recognized accounting practices and the Board's and Department of Economic Opportunity's requirements for fiscal and program reports. This includes establishing record keeping systems that are sufficient to permit the preparation of reports required by the Department of Economic Opportunity (DEO) and the Board, and to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully.
- 12. Pursuant to FS 119, 257, and State of Florida General Records Schedule GS1-SL, records related to contracts with CareerSource Gulf Coast will be retained for a period of five (5) years after all payments are made and all other pending items related to those records are closed. Service Provider may only maintain two (2) years of participant files on site. The Board maintains space for record retention, should space not be available at the provider's site; however, the transport of the records is the responsibility of the provider. CareerSource Gulf Coast is the contact for the admission to storage facilities.
- 13. Service Provider agrees to participate in all inventory processes for items purchased with funds awarded by the Board. The Board will tag and log into a database all inventory over \$750.00 that is purchased with funds awarded by the Board. Also, property purchased that has a value of \$750.00 or greater and a life expectancy of one year or more shall be reported on the monthly financial report to the Board. While the provider may utilize the equipment in delivering services allowable under the appropriate program, the ownership of all equipment, supplies and inventory vests with the Board. Equipment, supplies and inventory no longer being utilized by a provider will be assessed and redistributed as necessary. Equipment, supplies and inventory may not be disposed of without approval of CareerSource Gulf Coast. The transporting, removal, and/or disposal of any equipment, supplies and/or inventory are the responsibility of the service provider with direction from CareerSource Gulf Coast.
- 14. The Service Provider will comply with the uniform fiscal and administrative requirements of the Federal Office of Management and Budget Uniform Guidance at 2 CFR 200 and as codified for the United States Department of Labor at 29 CFR (Code of Federal Regulations) Part 97.
- 15. The Service Provider assures that an annual audit will follow the audit and audit resolution requirements of the Department of Economic Opportunity's (DEO) Division Policy AWI FG-05-019, The Single Audit Act of 1984 and the Federal Office of Management and Budget Uniform Guidance and a copy of the audit furnished to CareerSource Gulf Coast along with a statement explaining the effect that any findings have on workforce system program funds. Per DEO, Division Policy AWI FG-05-019, Service Providers are required to immediately notify CareerSource Gulf Coast if they are going out of business or unilaterally terminate the GRANT AGREEMENT and a custodian of the records must be appointed. CareerSource Gulf Coast's independent auditors will then be notified to perform an immediate audit, which could be a grant-specific audit, of the service provider's records. The audit firm will obtain information from the custodian of records of the company for use in preparation of the audit.
- 16. The failure of the Board to strictly enforce any of the provisions of this Agreement/ Modification, or to require strict performance by the Service Provider of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or any other validity of this agreement or any part hereof, or waive the right of the Board to thereafter enforce each and every provision therein
- 17. The CareerSource Gulf Coast shall indemnify, defend and hold the Service Provider harmless from all claims, suits, judgments or damages, including court costs and attorneys' fees caused by CareerSource Gulf Coast's negligent act or omission in the course of the operation of this GRANT AGREEMENT.

- 18. The Service Provider assures that it will comply with the requirements of workforce system programs and with Federal and State regulations and policies to include 2 CFR 175 (Trafficking Victims Protection Act of 2000) when applicable, 29 CFR 2, Subpart D (Religious Activity Prohibitions), and will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing the programs associated with this Agreement. The Service Provider further agrees to comply with all subsequent revisions, modifications and amendments to workforce system programs and the related regulations as assigned by CareerSource Gulf Coast. Failure by the Service Provider to accept or comply with changes to workforce system programs or the related regulations that affect the terms of this Agreement, and which the Board shall present in writing, shall be sufficient basis for termination by the Board. The Service Provider assures that it will comply with CareerSource Gulf Coast procedural instructions and policies.
- 19. The Service Provider understands that modifications and/or revisions to the financial and/or program aspects of this GRANT AGREEMENT may be required as a result of changes in the Board's funding allocations. The Service Provider understands and agrees that if either party desires to change or modify this Agreement, the proposed changes shall be written documents executed by both parties. The Service Provider understands that the written proposed changes shall be negotiated and that the Agreement shall become a written signed modification to the original GRANT AGREEMENT. The Service Provider further understands that the Board may amend this GRANT AGREEMENT to conform to those changes in any Federal or State Statute, Regulation, Procedural Instruction, and/or Executive Order relevant to this Agreement or any amendment hereto. This Agreement may not be modified, amended, canceled, extended or assigned orally without the express written consent of the Board or the Executive Director of the Board. All modifications, amendments, cancellations, extensions and/or assignments must be reduced to writing and incorporated into an amendment hereto.
- 20. The Service Provider understands and agrees that verbal communications between the parties will not be accepted in any audit determinations or other matters involving interpretations of the rules and regulations governing the implementation of workforce system programs.
- 21. The Service Provider assures that it will develop monitoring procedures to ensure that its program is in compliance with workforce system laws and regulations, and that adequate administrative and accounting controls are being used. The Board shall have the right to monitor and evaluate all aspects of program activities and the Service Provider shall provide access to all records necessary to accomplish this obligation.
- 22. The Board, CareerSource Florida, the Department of Economic Opportunity (DEO), the United States Department of Labor, the Inspector General of the United States Department of Labor, the U.S. Comptroller General, or their designated representatives shall have access and the authority to monitor, audit, examine and make excerpts, copies, or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement in accordance with applicable federal/state laws.
- 23. The Service Provider shall indemnify, hold harmless, and defend the Board, its agents and employees from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies or other loss, allegedly caused or incurred, in whole or in part, in any act of fraud or defalcation by the Service Provider, its agents, subcontractors, assigns, heirs and employees during performance under the Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to the Board on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against

the Board or any of its agents or employees by any employee of the Service Provider, any subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or types of damages, compensation or benefits payable by or for the Service Provider or any subcontractor, under worker's compensation acts, disability benefit acts, or other employee benefit acts. The foregoing indemnification provisions shall not be applicable to any injuries, damages or losses resulting in whole from the acts or omissions of the Board.

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

- 24. The Service Provider understands that the Board shall assume no liability with respect to bodily injury, illness or any other damages or losses, or with respect to any claims arising out of any activity under this GRANT AGREEMENT whether concerning persons or property in the Service Provider's organization or any third party. The only exception to the aforementioned hold harmless would be in the case of liability allowed by the general liability policy procured and paid for by the Board for the operation of the CareerSource Gulf Coast Job Center. The Board as the leaseholder is required to maintain a general liability policy of \$1 million dollars per occurrence, and insures the contents of the site up to one million dollars. The Board assumes liability as outlined in the policy on file at the Board's Administrative offices at Gulf Coast State College.
- 25. The Service Provider shall not assign, delegate, or in any way transfer any of its rights or responsibilities, or any part of the work and services as called for by this GRANT AGREEMENT without prior written approval of the Board. The Service Provider understands that any contract approved to be subcontracted under this GRANT AGREEMENT shall be specified by written agreement and shall be subject to each provision of this GRANT AGREEMENT and all Federal, State, and local laws and regulations. This includes appropriately executed separate sub agreements for on-the-job training, limited internships, and work experience positions.
- 26. This GRANT AGREEMENT is subject to termination by either party with thirty-(30) days advance written notice. Any determination under this provision must be made in good faith, with due consideration given to availability of funding and the dedication of resource by the Service Provider to this Agreement. In the event funds to finance this GRANT AGREEMENT are not available, the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours' notice in writing by CareerSource Gulf Coast to the Service Provider. The Service Provider understands that the Board has the right to terminate this GRANT AGREEMENT by providing a thirty-day written notification when an extenuating circumstance arises, for example when the work is no longer required. It is understood that the Service Provider will be compensated for work already completed or in the process according to accurate, appropriately submitted documents.
- 27. Avoidance of Conflict of Economic Interest an executive, officer, agent, representative, or employee of the Service Provider will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Service Provider. No member of any council under the workforce system shall cast a vote on the provision of services by that member or any organization, which the member directly represents or vote on any matter that would provide direct financial benefit to that member. No official member or employee of the Board or any Board member, or any immediate family member of a Board employee or Board member may have a material financial interest in any service provider entering into this contract as entered into. There will be no conflict of interest permitted by the Service Provider's organization, officials, or

employees, real or apparent, in the participation toward any performance of this GRANT AGREEMENT. During any performance of this contract, if there becomes an awareness of an actual or opposing interest, organizational or personal, that will or could affect the ability to be confidential, fair and impartial, they will withdraw from further action taken in that course of performance. Documentation of a conflict of interest and the action taken will be documented by a Conflict of Interest/Disclosure and Action Statement and furnished to CareerSource Gulf Coast. This Breach of Ethical Standards Certification is a material representation of action upon which reliance can be placed when this contract is entered into.

- 28. The submittal of false information may be considered as fraud and any other breach of these agreement terms could result in the immediate termination of the GRANT AGREEMENT. The Service Provider is liable for the repayment of funds that were paid by the Board for reported performance, or other compensation for services or expenses subsequently determined to be invalid. Repayment may be by deduction from subsequent invoices or in the form of a check for the amount owed if the program ended.
- 29. The Service Provider assures that it will comply with 29 CFR Section 37.42 and shall make efforts to provide equitable services among substantial segments of the population eligible for participation. Such efforts shall include but not be limited to outreach efforts to broaden the composition of the pool of those considered for participation, to include members of all genders, the various race/ethnicity and age groups, and individuals with disabilities.

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

- Records on applicants, eligible applicants, participants and terminees, as well as on applicants for employment and employees;
- By race, ethnicity, gender, age, and "where known", disability status.
- 30. The Service Provider assures that it will comply with 29 CFR Section 37.29, dissemination of nondiscrimination and equal opportunity policy, and that initial and continuing notice shall be provided that it does not discriminate on any prohibited ground to: applicants, eligible applicants, participants, applicants for employment, employees, and members of the public, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipient.

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

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

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

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

- 31. The Service Provider agrees to abide by Federal and State rules/regulations pertaining to patent rights with respect to any discovery or invention that arises or is developed in the course of or under such contract (as applicable). The Service Provider will comply with requirements pertaining to copyrights (agreements which involve the use of copyrighted materials or the development of copyrightable materials), 627.420(h) (4) (ii), and will comply with requirements pertaining to rights to data, 627.420(h) (4) (iii). CareerSource Gulf Coast and the Department of Economic Opportunity shall have unlimited rights to any data first produced or delivered under this Agreement (agreements which involve the use/development of computer programs/applications, or the maintenance of databases or other computer data processing programs, including the inputting of data).
- 32. The Service Provider agrees to abide by Federal and State rules/regulations pertaining to compliance with all applicable standards, orders, or requirements issued under Sections 300 and 508 of the Clean Air Act, Executive Order 11738, and Environmental Protection Agency regulations (contracts, subcontracts, and sub-grants of amounts in excess of \$100,000).
- 33. The Service Provider agrees to abide by Federal and State rules/regulations pertaining to compliance with all mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- 34. The Service Provider will comply with the Federal Sarbanes-Oxley Act of 2002 and acknowledges that it is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC) and that it is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).
- 35. The Service Provider assures that clarification will be sought from the Board on any policy, law, rule, regulation and/or directive that is not clearly understood prior to adopting any practice or procedure to which the Board shall supply clarification. The Service Provider understands that the Board will give the Service Provider thirty (30) days to take corrective action should it be determined that there is a violation of the WICA and/or Workforce Innovation Acts. If the Service Provider does not take corrective action, funding will be withheld or revoked.
- 36. Service Providers who are responsible for determining participants' eligibility will assume the liability of all costs incurred because of erroneous determinations of eligibility. Participant eligibility must be completed prior to enrollment and submitted to the Board upon request after enrollment into the program if the Service Provider is the verifier. Service Provider understands that participant eligibility will be determined prior to enrolling a participant into training.
- 37. The Service Provider agrees that conditions of employment or training shall be appropriate and reasonable with regard to the type of work, geographical region, and skills of the participant. No participant will be trained or receive services in buildings or surroundings which are unsanitary or dangerous. The Service Provider assures that on-the-job training participants will be provided the same working benefits at the same level as other employees similarly employed.
- 38. The Service Provider assures that to the extent that a State Worker's Compensation law is applicable, information regarding worker's compensation benefits, in accordance with such law, shall be provided

to the potential employer by the Service Provider. The State of Florida, through Welfare Transition and SNAP, shall provide worker's compensation coverage for all Community Work Experience participants. To the extent that such law is not applicable, each recipient of funds under WIOA shall secure insurance coverage for injuries suffered by such participants.

- 39. The Service Provider understands that workforce system programs' services and activities are to be coordinated with other agencies in the region and that positive working relationships shall be established for the benefit of the participants. To prevent duplication of funding and to comply with WIOA Section 134 (c) (3) (B), students will present information regarding HEA, Title IV awards and other types of financial aid they receive to their case manager. In the event the student does not supply this information, the Service Provider is responsible for obtaining that information and providing it to appropriate workforce staff.
- 40. Service providers are required to provide priority of services for veterans and eligible spouses pursuant to 20 CFR part 1010, the regulations implementing priority of service for veterans and eligible spouses in Department of Labor job training programs under the Jobs for Veterans Act (P.L. 107-288) published at 73 Fed. Reg. 78132 on December 19, 2008.
- 41. The Service Provider assures that if the contractor or employee of the contractor who is directly involved in activities funded under this contract has a grievance not related to discrimination, the following steps will be taken:
  - A. The contractor/employee should speak to his/her supervisor unless that person is the cause of the grievance. In that case, the aggrieved should address his/her concern with the next level of supervisor of their respective organization.
  - B. If the problem is not resolved to the aggrieved's satisfaction and he/she wishes to pursue the issue further, he/she should present the problem to the Deputy Director of CareerSource Gulf Coast. The aggrieved must allow 14 working days from the date the Deputy Director was apprised of the issue to receive a written response.
  - C. If the aggrieved receives no response during the 14 working day period or receives an adverse decision that he/she wishes to contest, the aggrieved shall submit a formal, written grievance to the Executive Director of CareerSource Gulf Coast. The written grievance should be sent to CareerSource Gulf Coast, 5230 West U.S. Highway 98, Panama City, Florida 32401 and 60 working days allowed for a written response.
  - D. If the aggrieved receives no response during the allowed time period or is dissatisfied with the response, he/she may write to the Department of Economic Opportunity Director of Workforce Services, 107 East Madison Street, Tallahassee, Florida 32399-4128. This grievance must be filed within one year of the alleged incident.
  - E. There is a separate grievance/complaint process for participants.

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

Dr. John Holdnak, President Name and/Title

6/25/2)

Signature

Gulf Coast State College WIOA Out-of-School Youth 2021-2022

Page 46