

**CAREER SOURCE HEARTLAND  
SUB-AWARD TO  
SOUTH FLORIDA STATE COLLEGE FOR  
2023-24 Get There Faster – In-School ELI Ice-House Curriculum**

<b>Title 2 – Subtitle A – Chapter II – Part 200 – Subpart D - § 200.331: Requirements for pass-through entities.</b>	
(a) The following sub-award information is provided by CareerSource Heartland, the Pass-Through Entity, to South Florida State College, the Sub-Recipient. If/when any of these data elements changes, the change(s) will (also) be included in any subsequent sub-award modification(s).	
(1) Federal Award Identification.	
• Sub-Recipient name (which must match the name associated with its unique entity identifier)	South Florida State College
• Sub-Recipient’s unique entity identifier	DUNS 081373763
• Federal Award Identification Number (FAIN)	WIOA Youth/Adult/Dislocated Workers Formula Combined: AA-36313-21-55-A-12, AA-38523-22-55-A-12
• Federal Award Date(s)	WIOA, October 1, 2021 -September 30, 2023
• Sub-Award Period of Performance: start/end dates	October 1, 2021 -September 30, 2023
• Amount of funds obligated by this action	\$9,573.35                      100% Federal \$0                                      0% Non-governmental
• Total amount of funds obligated to the Sub-Recipient	\$9,573.35                      100% Federal \$0                                      0% Non-governmental
• Total amount of Federal Award to CSH	WIOA GTF: \$237,758.50
• Federal award project description	WIOA Get There Faster
• Name of Federal awarding agency; • Pass-through entity; and • Contact information for awarding official	<u>Federal awarding agency:</u> For WIOA: U. S. Dept. of Labor through State of Florida, Dept. of Economic Opportunity <u>Pass Through Entity:</u> CareerSource Heartland <u>Contact information:</u> Donna Doubleday, President/CEO <a href="mailto:ddoubleday@careersourceheartland.com">ddoubleday@careersourceheartland.com</a>
• Assistance Listing Number and Name	Assistance Listing Number 17.259, 17.258, 17.278 – WIOA Formula
• Is this sub-award for R&D?	No
• Indirect cost rate for the Federal award	16%

THIS SUB-AWARD is entered into between **CareerSource Heartland (CSH)**, with administrative offices at 5901 US Hwy 27 S, Suite 1, Sebring, Florida, 33870, and **South Florida State College**, hereinafter referred to as **“Sub-recipient”** with administrative offices at 600 W. College Drive, Avon Park, Florida 33825, for the purpose of providing ELI Ice-House curriculum to **In-School Youth ages 16 to 21** who face serious barriers to future employment as authorized by the Workforce Innovation and Opportunity Act (WIOA – Public Law 113-128), and Florida’s Workforce Innovation Act 2000, Chapter 2000-165 Laws of Florida, and any subsequent amendments.

CSH agrees to pay Sub-recipient for services according to the Agreement of Payment, an amount not to exceed nine thousand five hundred seventy-three dollars and thirty-five cents (\$9,573.35) subject to the availability of funds. Payments will be made through Federal funds from grants with Assistance Listing Numbers 17.259, 17.258 and/or 17.278. Sub-recipient acknowledges that the cost data submitted to CSH in support of this sub-award is accurate, complete, and current as of the date of execution of this contract.

The Term of this sub-award will be from July 1, 2023 through September 30, 2023. CSH is not obligated to pay for costs incurred related to this sub-award prior to the start date or after the end date. This sub-award, which incorporates [Attachment 1 - General Provisions](#), [Attachment 2 - Statement of Work](#), [Attachment 3 - Agreement for Payment](#), [Attachment 4 - Budget](#), [Attachment 5 - Report](#), and all Exhibits and Evidences, contains all the terms and conditions agreed upon by both parties.

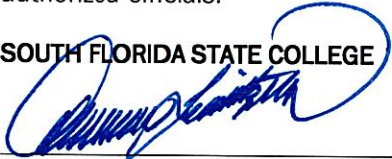
<b>Exhibits (On file with year-one contract unless noted)</b>			
Yes	Exhibit A: Organizational Background	Yes	Exhibit G: Conflict of Interest Certification
Yes	Exhibit B: Administrative and Financial Checklist	Yes	Exhibit H: Equal Opportunity Assurance
Yes	Exhibit C: Drug-Free Workplace Certification	Yes	Exhibit I: Salary Cap Certification
Yes	Exhibit D: Debarment and Suspension Certification	Yes	Exhibit J: ADA Compliance Assurance
Yes	Exhibit E: Certification regarding Lobbying		
Yes	Exhibit F: Certification regarding Public Entity Crimes		

<b>Evidences</b>			
Yes	General Liability Insurance	Yes	Résumés of Key Staff
Yes	Property Insurance	Yes	Salary Cap Certification (annual re-certification)
Yes	Workers Compensation Insurance	Yes	Audit (fiscal year-end)
Yes	Motor Vehicle Insurance	Yes	Approved Indirect Cost Rate Plan

By signing this sub-award, Sub-recipient certifies compliance with the laws and regulations outlined in Attachment 1, General Provisions. Subject to modifications as the result of Federal mandates, as applicable.

IN WITNESS THEREOF, the parties hereto have caused this sub-award to be executed by their undersigned duly authorized officials.

**SOUTH FLORIDA STATE COLLEGE**



Dr. Thomas C. Leitzel, President

6-29-23

Date

**CAREER SOURCE HEARTLAND**



Donna Doubleday, President/CEO

7-5-23

Date

**CONTRACT NOT VALID UNTIL SIGNED BY BOTH PARTIES**

**ATTACHMENT 1: GENERAL PROVISIONS**

TABLE OF CONTENTS		
<b>I. Sub-Recipient Assurances</b>		
A. General Agreement	L. Equipment	V. Code of Conduct
B. Laws and Regulations	M. Use of Supplies	W. Incident Reporting
C. Audits and Monitoring	N. Copyrights, Patent Rights, Rights to Data	X. Enforcement of Sub-award Provisions
D. Record Keeping	O. Assignment and Subcontracts	Y. Warranty
E. Access to Records	P. Conflict of Interest	<b>II Mutual Assurances</b>
F. Data Sharing and Confidentiality	Q. Indemnification	A. Amendments and Modifications
G. Internal Financial Control	R. Health and Safety	B. Termination
H. Invoices and Contract Close-Out	S. Grievance Procedures	
I. Disallowed Costs/Return of Funds	T. Sponsorship	
J. Insurance	U. Knowledge of Terms of Contract	
K. Purchasing		

**I. SUB-RECIPIENT ASSURANCES**

**A. General Agreement**

Sub-recipient shall provide services and/or training within the sub-award period and in accordance with the Statement of Work and within the parameters of the Agreement of Payment.

**B. Laws and Regulations**

1. The Sub-recipient warrants that all its activities and those of its subcontractors under this sub-award shall be conducted in conformance with the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, and Florida's Workforce Innovation Act 2000, Chapter 2000-165, Laws of Florida, and any subsequent amendments; the Statement of Work and all other terms of this sub-award; all applicable Federal, State and local laws, regulations, directives, policies, and instructions as they pertain to this sub-award which are in effect at the inception of this sub-award, or as may be promulgated or amended during its life; and other laws, ordinances, regulations, and licensing requirements including state and federal safety, health, and personal protective equipment requirements. When determining applicability, all programs and activities funded, or otherwise financially assisted, in whole or part, under WIOA and/or Florida's Workforce Innovation Act 2000, are considered to be programs and activities receiving federal financial assistance.

2. Sub-recipient shall comply fully with non-discrimination and equal opportunity provisions of the following laws:

- Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;
- The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities;
- Executive Order 11246, Equal Employment Opportunity, as amended by EO 11375, and as supplemented in Dept. of Labor regulation 29 CFR parts 33 and 37 as well as 41 CFR part 60, and 45 CFR part 80, if applicable;
- Title VII of the Civil Rights Act of 1968 (42 U.S.C. sections 3601 et seq) as amended, relating to nondiscrimination in the sale, rental, or financing of housing.

3. Sub-recipient shall also comply fully with non-discrimination and equal opportunity provisions of the following laws:

- Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et. Seq., which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;
- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. Seq., which prohibits discrimination on the basis of sex in educational programs;
- the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- The Pregnancy Discrimination Act (PDA) prohibits discrimination based on pregnancy regarding any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, such as leave and health insurance, and any other term or condition of employment;
- Title VII prohibiting discrimination against an individual because of gender, gender identity, including transgender status, sexual orientation, or connections to organizations or groups that are generally associated with people of a certain sex;
- Section 1888 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially-assisted program or activity. **Signed certification on file.**

4. Sub-recipient shall not employ unauthorized aliens, which is considered a violation of section 274A(e) of the Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this contract by CareerSource Heartland (CSH).

5. Sub-recipient will comply with the provisions in the Trafficking Victims Protection Act of 2000 (2 CFR 175) as amended.

6. Clean Air and Water Act: When applicable, if this sub-award is in excess of \$100,000, Sub-recipient shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act as amended (42 USC 7401), Section 508 of the Clean Water Act as amended (33 USC 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15). The Contractor shall report any violation of the above to CSH.
7. Sub-recipient will comply with environmental standards which may be prescribed pursuant to the following:
  - a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
  - b. Notification of violating facilities pursuant to EO 11738;
  - c. Protection of wetlands pursuant to EO 11990;
  - d. Evaluation of flood hazards in flood plains in accordance with EO 11988;
  - e. Assurance of projected consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 US 1451 et seq.);
  - f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 USC 7401 et seq.);
  - g. Protection of underground sources of drinking water under the State Drinking Water Act of 1974, as amended (P.L. 93-523);
  - h. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);
  - i. Sub-recipient agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083 (P.L. 103-277), which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
8. Sub-recipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
9. Sub-recipient will comply with the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (42 USC 6962).
10. Sub-recipient will comply with the Davis-Bacon Act as amended (40 U.S.C. 276a to a-7) and as supplemented by Dept. of Labor (DOL) regulations 29 CFR Part 5; the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874) as supplemented by DOL regulations 29 CFR Part 3; and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR Part 5 regarding labor standards for federally assisted construction sub-agreements in excess of \$2,000 as applicable.
11. Sub-recipient is aware that federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.
12. Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) limiting the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Lobbying and Religious Activity  
No funds made available under this sub-award shall be used for lobbying of federal, state or local legislatures to influence legislation or appropriations; or to raise funds or to promote, assist, or deter union organizing – Byrd Anti-Lobbying Amendment (31 USC 1352), 29 CFR Part 93, and 45 CFR Part 93. **Signed certification on file.**  
  
The employment or training of any customer in sectarian activities is prohibited. In addition, no customer shall be employed to carry out the construction, operation or maintenance of any part of any facility that is or will be used for sectarian instruction or as a place for religious worship.
14. Equal Treatment for Faith-Based Organizations  
Sub-recipient must comply with the regulations identified in 29 CFR 2, Subpart D.
15. Debarment and Suspension  
When applicable, as required by the regulation implementing EO No. 12549 and 12689, Debarment and Suspension, 29 CFR 98, the Sub-recipient must not be presently nor previously – within a three-year period preceding the effective date of the Contract – debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs. **Signed certification on file.**
16. Drug Free Workplace  
Sub-recipient shall comply with the Drug-Free Workplace Act of 1988, and its' implementing regulations codified at 29 CFR 94, subpart F. **Signed certification on file.**
17. If any part of this sub-award utilizes Welfare Transition (WT) funds, Contractor shall comply with 45 CFR 98, the Temporary Assistance for Needy Families (TANF) Program, 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder.
18. Contractor agrees that it shall comply with 2 CFR Chapter 1 and Chapter II, Parts 200, 215, 220, 225, and 230, streamlining and superseding requirements from OMB circulars A-21, A-87, A-110, and A-122; Circulars A-89, A-102, and A-133. This Final Rule known as the Uniform Guidance (UG – Dec. 19, 2014).

19. Sub-recipient will comply with the Veterans Priority of Service Provisions, 20 CFR 1010, implementing priority of service in qualified job training programs for covered persons as authorized by section 2(a)(1) of JVA 38 U.S.C. 4215.
20. Sub-recipient agrees that it will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing the programs associated with this sub-award.
21. Domestic Preferences For Procurements  
Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.
22. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment  
Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See [Public Law 115-232](#), section 889 for additional information and 2 CFR part 200.471.
23. STATUTORY AND NATIONAL POLICY  
Contractor agrees to follow the statutory and national policy requirements, as applicable, stated in 2 CFR § 200.300 and Executive Order 13798 Promoting Free Speech and Religious Liberty and Executive Order 13864 Improving Free Inquiry, Transparency and Accountability at College and Universities.
24. E-VERIFY  
Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify system to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

### C. Audits and Monitoring

#### 1. Audit Requirements

A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with UG § 200.514, Scope of Audit, except when it elects to have a program-specific audit conducted in accordance with § 200.507, Program-specific audits.

#### 2. Monitoring

Sub-recipient shall institute a system for monitoring fiscal and program activities for compliance with this sub-award. Sub-recipient will maintain documentation to verify completion of monitoring activities. The Sub-recipient shall respond in writing to CSH monitoring reports and requests for corrective action plans within ten (10) business days after the receipt of the monitoring report from CSH.

#### 3. Reports

- a. Sub-recipient shall submit a copy of their independent audit report within thirty (30) calendar days after its receipt by the Sub-recipient, and not later than nine (9) months after the end date of this sub-award.
- b. If an official audit or monitoring report identifies unacceptable accounting practices and/or records management, CSH reserves the right to withhold any or all reimbursement from any future payments to the Sub-recipient until such time as the accounting practices and/or records management are improved to the satisfaction of CSH.

### D. Record Keeping

Sub-recipient shall be responsible for maintaining all financial records, statistical records, property records, customer records, supporting documentation, and any other documents (including electronic storage media) pertinent to this sub-award for a period of five (5) years from the date of the final payment of this sub-award, or until all audits are complete and findings on all claims have finally been resolved, whichever is longer. Records for equipment shall be maintained beyond the prescribed period if necessary to ensure that they are retained for five (5) years after final disposition of the property.

Sub-recipient will cooperate with CSH to facilitate the duplication and/or transfer of any said records or documents during the required retention period. If the Sub-recipient is unable to retain the records for the required period, the Sub-recipient will notify CSH in writing and request instructions. Sub-recipient shall not dispose of any records without the prior written consent of CSH.

### E. Access to Records

1. At any time during normal business hours and as often as CSH, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Office of Civil Rights, Office of Workforce Program Development or their designated representative may deem necessary, Sub-recipient shall make available all appropriate personnel for interviews, and all such financial, applicant, or Sub-recipients books, documents, papers, letters, records (including computer records), or other data/materials prepared or received by the Sub-recipient relating to matters covered by this sub-award. This availability shall be for the examination, audit, or for the making of excerpts or copies of such records for the purpose of auditing and monitoring program activities and determining compliance with all applicable rules and regulations, and the provisions of this sub-award. The above referenced records shall be made available at the Sub-recipient's expense, at reasonable locations as determined by CSH, as identified in the Sunshine Law, FS 119.01.
2. Sub-recipient shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 of the Florida Statutes and made or received by the Sub-recipient in conjunction with this sub-award unless covered by confidentiality rules. Denial of this access shall be grounds for immediate unilateral cancellation of this sub-award by CSH.

#### **F. Data Sharing (Non-Disclosure) and Confidentiality**

All sub-recipients, and any subsequent sub-contractors and their employees or agents (who are) granted access to confidential data, agree to maintain the confidentiality of employer, employee, claimant, and participant identity and all related information, pursuant to State and Federal regulations, unless such information has been exempted from non-disclosure for business purposes in accordance with State or Federal law, or a lawful and proper authorization has been obtained from the employer, employee, claimant or participant. Proper authorization and disclosure shall include requirements and limitations established by law specified in 20 CFR 603, and sections 443.1715 and 443.171(5), Florida Statutes.

Sub-recipients, and any subsequent sub-contractors, and their employees or agents who have access to confidential information are required to sign and comply with an Individual Non-Disclosure and Confidentiality Certification. Sub-recipient or agents granted access to electronic data systems used in the delivery of services must also sign a confidentiality access agreement for systems access privileges. Sub-recipient must inform CSH immediately of any employees who are terminated or are no longer in need of system access.

Sub-recipients, and any subsequent sub-contractors, and their employees or agents, are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official public duties according to federal and state laws. All documents, papers, computer files and other electronic media such as discs, thumb drives, laptops, and letters or other materials made, copied, or received in conjunction with this sub-award are subject to the applicable legal requirements for maintaining confidentiality and security of data in conformance with Federal, State, and local laws. Public access to records – unless covered by confidentiality rules – shall be in accordance with Chapter 119.021, Florida Statutes, regarding custodial requirements, and all other applicable laws or regulations.

Information may be made available to other CSH partners to affect the appropriate delivery of services to the customer.

#### **G. Internal Financial Control**

1. Sub-recipient shall be responsible for implementing procedures and internal financial controls governing the management and utilization of the funds provided hereunder. Sub-recipient shall maintain its books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by CSH under this sub-award.
2. Sub-recipient shall track costs in sufficient detail to determine compliance with applicable laws and regulations and to ensure that the funds have not been unlawfully spent. All expenditures must be in accordance with Uniform Guidance.
3. Sub-recipient shall maintain separate accounting records for funds received and expended under this sub-award.

4. **Salary Cap:** Sub-recipient shall comply with Public Law 109-234, Section 7013 regarding Salary Cap as it pertains to individuals employed under this sub-award with CSH. Annual certification will be required for submission with documentation during the contract period.

#### **H. Invoices and Contract Close-out**

All invoices and the contract close-out report shall be submitted to CareerSource Heartland (CSH), 5901 US Hwy 27 S, Suite 1, Sebring, Florida 33870, including, but not limited to:

1. **Invoice:** Sub-recipient shall submit to CSH, a monthly invoice that is in sufficient detail for a proper pre-audit and post-audit thereof. This Invoice and any back-up documentation of paid costs and/or performance deliverables shall be submitted as specified herein and in the Agreement of Payment. The CSH President/ CEO, or designated staff member, shall review and accept the sub-award units of deliverables prior to payment. CSH may reduce the amount to be paid in proportion to the Sub-recipient's failure to achieve specified performance measures. Monthly invoices will be submitted by the tenth of the following month.

Services and/or training paid in full or in part under any other sub-award, or from any other source, are not eligible for payment under this sub-award.

CSH will not authorize reimbursement for lump-sum leave payouts, severance pay, or similar payment arrangements for individuals who are compensated via this sub-award. Staff absences in excess of 30 days must be disclosed to CSH to determine whether or not performance or staffing changes require sub-award modification.

CSH reserves the right to refuse to reimburse the Sub-recipient for any invoice not submitted within forty-five (45) calendar days after sub-award termination.

See Attachment 3 regarding certification of final fiscal reports or vouchers requesting payment.

2. **Program Income Report:** Program Income is defined as any revenues generated through activities funded under a sub-award in excess of costs.

In a cost reimbursement sub-award with holdback, any sub-award revenues in excess of expenditures shall constitute program income and shall be spent on program related activities within the sub-award period or returned to CSH as part of the sub-award closeout.

#### **I. Disallowed Costs/Return of Funds**

1. Sub-recipient shall return to CSH, any overpayment due to unearned funds pursuant to the terms of this sub-award that were disbursed to the Sub-recipient by CSH, or funds which are disallowed in the final resolution of an audit report. Sub-recipient shall repay such amounts from funds other than funds received under this sub-award. CSH may withhold funds from future invoices pending resolution of disallowed costs.

2. Refunds or credits from training institutions or other vendors for costs that have been reimbursed by CSH shall be returned to CSH within ten (10) business days of being received by the Sub-recipient or shall be accounted for in the following invoice with a reduction equal to the refund or credit.
3. Should repayment not be made in a timely manner, CSH may charge interest of one (1) percent per month compounded on the outstanding balance forty (40) calendar days after the date of notification.

**J. Insurance**

Sub-recipient shall deliver to CSH, prior to the commencement of this sub-award, satisfactory evidence that the following types of insurance coverage is in force, as appropriate, and will not be canceled without thirty (30) calendar day's written notice to CSH. CSH may withhold payments or terminate this sub-award if the Sub-recipient fails to maintain or provide evidence of current insurance.

1. Liability Insurance: Sub-recipient agrees to obtain a standard liability insurance policy in the single limit amount of \$1,000,000 and will provide general liability insurance in the amount of \$100,000 per person and \$200,000 per occurrence with an endorsement naming CSH as additional insured, unless Sub-recipient is self-insured. If Sub-recipient is self-insured, Sub-recipient must be able to provide the same coverage and must submit proper documentation to CSH as evidence of such.
2. Workers' Compensation: To the extent that the state Workers' Compensation law is applicable, Sub-recipient must provide Workers' Compensation coverage to all employees paid directly under this sub-award. Where employees covered under this sub-award are not covered under a state Workers' Compensation law, then the Sub-recipient shall provide insurance coverage for injuries suffered by employees. Income maintenance coverage is not required.
3. Motor Vehicle Insurance: Sub-recipient agrees to obtain Motor Vehicle Insurance coverage in the amounts of \$50,000 property damage, \$100,000 per person and \$300,000 per occurrence, for all motorized vehicles owned or leased by the Contractor to be used in the performance of actions authorized by this contract.
4. Bonding: Sub-recipient shall carry an Employee Fidelity Bond on every officer, director, agent, or employee authorized to receive or deposit these funds or issue financial documents, checks, or other instruments of payment of program costs. Bond shall be in the amount of \$100,000 or the total amount of this sub-award, whichever is less. The bond shall be effective prior to any sub-award payment and for at least three (3) months after this sub-award terminates. The Sub-recipient shall assure and require that all subcontractors maintain the same type of insurance.

**K. Purchasing**

All purchasing of goods and services must be in compliance with CSH procurement guidelines or Sub-

recipient's procurement policy, if the Sub-recipient's policy is approved in advance. Records must be maintained to document procurement efforts to comply with this requirement.

Outreach and/or promotional items require CSH prior approval.

**L. Equipment**

The use of sub-award funds to purchase equipment, as defined in Uniform Guidance, is prohibited without prior written approval of CSH.

Equipment or products approved for purchase must comply with the Buy American Act as defined in P. L. 103-335, § 507 (41 U.S.C. 8301-8305).

**M. Use of Supplies**

Any consumable supplies purchased under this sub-award, or provided by CSH for use in delivering the services under this sub-award, shall be used exclusively for program purposes unless an "other-use" agreement has been made part of this sub-award.

**N. Copyrights, Patent Rights and Rights to Data**

CSH reserves royalty-free, exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: a) the copyright in any work or materials developed under this sub-award; and b) any rights of copyright to which the Sub-recipient purchased ownership with funds provided under this sub-award.

CSH shall have exclusive, nontransferable, irrevocable, paid-up license to any patentable discovery or invention that arises or is developed under this sub-award. CSH shall have unlimited rights to any data first produced or delivered under this contract.

Notwithstanding the forgoing, CSH shall not obtain ownership or unlimited rights in any previously developed proprietary or confidential information or software of the Sub-recipient, or restricted third party information or software, utilized by the Sub-recipient in the performance of this sub-award.

**O. Assignment and Subcontracts**

Sub-recipient shall not subcontract, assign, or transfer any rights or responsibilities under this sub-award, or any portion thereof, without the prior written approval of CSH, unless otherwise authorized by this sub-award. Sub-recipient shall submit a written subcontract to CSH for approval prior to its execution. Including the names of potential subcontractors in a response to a request for proposal does not relieve the Sub-recipient from obtaining this written approval.

CSH reserves the right to reject the subcontracting of certain services or training and the use of particular subcontractors.

In no case shall such approval from CSH relieve the Sub-recipient from its obligation under this sub-award or change the terms of this sub-award. The Sub-recipient shall ensure that all applicable provisions of this sub-award are binding upon all approved subcontractors. It is understood that CSH shall not be liable to any subcontractor(s) for any expense or liabilities incurred under the subcontract.

**P. Conflict of Interest – Signed exhibit on file.**

**Q. Indemnification**

1. Sub-recipient agrees to be liable for, defend and indemnify CSH and all CSH officers, agents, or employees against all claims, losses, suits, judgments, or damages, including the cost of administrative proceedings, court costs and attorney's fees, arising out of any acts, actions, negligence or omissions by the Sub-recipient and its agents, subcontractors, or employees, during the performance of this sub-award. Where the Sub-recipient and CSH commit joint negligent acts or omissions, the Sub-recipient shall not be liable for nor have the obligation to defend CSH with respect to that part of the joint negligent act or omission committed by CSH. In no event shall the Sub-recipient be liable for or have any obligation to defend CSH against such claims, suits, judgments, or damages, including costs and attorney's fees, arising out of the sole negligent or intentional acts or omissions of CSH.
2. Paragraph Q.1. shall not apply to any Sub-recipient who is a state agency or subdivision, as defined in section 768.28, Florida Statutes. Any Sub-recipient who is a state agency or subdivision agrees to be fully responsible for its negligent acts or omissions or tortious acts that result in claims or suits against CSH and agrees to be liable for any damages proximately caused by said acts or omissions. In the event that CSH suffers a loss or damages as a result of the Sub-recipient's breach of this sub-award, or the Sub-recipient's negligence in discharging its duties under this sub-award for which there is no adequate legal remedy available to CSH, or there are insufficient funds from which the Sub-recipient can fully compensate CSH, the Sub-recipient agrees to make a good faith effort to seek an appropriation from the legislature, sufficient to fully reimburse CSH for its loss resulting from such negligence or breach of sub-award.
3. Sub-recipient's inability to evaluate liability, or its evaluation of liability, shall not excuse the Sub-recipient's duty to defend and indemnify within seven (7) calendar days after such notice by CSH is given by certified mail. Only adjudication or judgment after the highest appeal is exhausted specifically finding the Sub-recipient not liable, shall excuse the performance of this provision. The failure of CSH to notify the Sub-recipient of a claim shall not release the Sub-recipient of the above duty to defend.
4. Sub-recipient agrees that it is an independent Sub-recipient of CSH and not an agent or employee.

**R. Health and Safety**

Health and safety standards, including Child Labor Laws, established under state and federal law, otherwise applicable to working conditions of employees shall be applicable to working and training conditions of customers served under this sub-award. Where customers or employees covered under this sub-award are engaged in activities not covered under the Occupational Health and Safety Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under

working conditions which are unsanitary, hazardous or dangerous to their health or safety.

**S. Grievance and Complaint Procedures**

Sub-recipient shall adhere to, and comply with, the CSH grievance and complaint procedures that were promulgated by the Florida State Department of Labor and Employment Security, Office of Civil Rights. Sub-recipient shall ensure that all customers served under this sub-award are properly informed of their rights and benefits, including the right to file a grievance or a complaint with CSH.

**T. Sponsorship: Public Announcements and Advertising**

When issuing statements, press releases, and/or other documents describing the project/program/service funded in whole or in part under this sub-award, Sub-recipient shall clearly state:

1. That the program/project/service is "sponsored by" CareerSource Heartland. If the reference is in printed or written material, this information shall appear in the same size font, quality, and prominence as the description of the program/project/service identified.
2. The percentage of the total cost of the program/project/service which will be financed with Federal funds under this sub-award;
3. The dollar amount of Federal funds for the program/project/service;
4. All printed advertising and/or marketing materials for the program/project/service identified in this sub-award that includes the Sub-recipient's name and logo, must also include the CSH name and logo in the same size, quality, and prominence as the Sub-recipient's name and logo.
5. All advertising/marketing/promotional materials must be approved by CSH prior to printing/publication.

**U. Knowledge of Terms of this Contract**

The Sub-recipient shall take such actions as are necessary to ensure the knowledge and understanding of the terms of this sub-award by all staff of the Sub-recipient and any subcontractor(s).

**V. Code of Conduct**

Sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this sub-award as identified in 29 CFR 95.42.

**W. Incident Reporting**

Known or suspected incidents of fraud, program abuse or criminal conduct shall be reported to CSH immediately.

To assure compliance with Chapter 415, Florida Statutes, an employee of the Sub-recipient who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected or exploited, shall immediately report such knowledge or suspicion to the Central Abuse Registry and Tracking System of the Department of Children and Families on the statewide toll-free telephone number 1 (800) 96ABUSE.

The Sub-recipient shall, in accordance with the client risk prevention system, report those reportable situations listed in HRSR 215-6 Paragraph 5, in the manner prescribed in HRSR 215-6.

## X. Enforcement of Contract Provisions

The failure of CSH to strictly enforce any of the provisions of this sub-award, or to require strict performance by the Sub-recipient of any provision herein, shall in no way be construed to be a waiver of such provisions or the validity of this sub-award or any part hereof, or waive the right of CSH to thereafter enforce each and every provision herein.

## Y. Warranty

The Sub-recipient covenants and warrants:

1. It is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and otherwise in full compliance with all legal requirements of its domicile;
2. It is possessed of the legal authority and capacity to enter into and perform this contract;
3. It is duly authorized to operate and do business in the State of Florida; and,
4. It has no present interest, nor shall it acquire any interest, which would conflict in any manner with its duties and obligations under this sub-award.

## II. MUTUAL ASSURANCES

### A. Amendments and Modifications

1. CareerSource Heartland (CSH) reserves the authority to amend or modify this sub-award with written bilateral agreement of the Sub-recipient. Reimbursements and the total dollar amount may be adjusted retroactively to reflect cost increases when these have been established through the appropriate process and subsequently identified in a modification to the Sub-recipient's budget.
2. Mandatory changes in regulations, policies or laws will be unilaterally amended as a Sub-award modification signed by the CSH President/CEO, and will be effective upon receipt by the Sub-recipient.
3. At the sole discretion of CSH, this sub-award may be renewed for one (1) additional year, based on performance, organizational strategies, and/or funding availability.

### B. Termination

1. Termination Due to Lack of Funds: If for any reason funds to finance this sub-award are reduced, suspended or terminated, in whole or in part, funding for this sub-award may cease. CSH shall provide no less than thirty (30) business day's written notice of such termination.
2. Termination for Breach: CSH may terminate this sub-award when it has determined that the Sub-recipient has failed to provide any of the services specified herein in a timely or proper fashion, failed to perform in whole or in part, or has violated any stipulations of this sub-award. CSH will notify Sub-recipient of such in writing. Depending on the situation and cause for the breach of sub-award, CSH may either unilaterally cancel the sub-award immediately, or allow the Sub-recipient ten (10) business days from receipt of notice in which to respond with a plan agreeable to CSH to correct said deficiencies. Upon failure of Sub-recipient to respond within the appointed time, or failure of Sub-recipient to respond with appropriate plans, CSH will serve a termination notice that shall

become effective within fifteen (15) business days after its issuance.

In the event of such termination, CSH shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by CSH within forty-five (45) calendar days of termination date. (See Attachment 3 regarding certification of final fiscal reports or vouchers requesting payment.)

Contractor shall provide CSH with written notice of any perceived breach, and extend CareerSource Heartland ten (10) business days to cure any perceived breach under the contract.

3. Termination for Convenience: This sub-award may be terminated by either party for convenience when it is in their best interest. CSH may suspend this sub-award for the purpose of investigating irregularities under this sub-award. Any termination for convenience will be preceded by written notice setting forth the effective date of said termination. The termination shall be effective thirty (30) calendar days after the notice is issued unless a lesser time is mutually agreed upon by both parties. The Sub-recipient has forty-five (45) calendar days after the effective date to bill for payment. Sub-recipient shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension.

4. Other: Unearned payment(s) under this sub-award may be suspended or sub-award terminated upon the refusal by Sub-recipient to accept or comply with any additional conditions that may be imposed by the Federal Government, the State of Florida, the Governor, or CSH at any time.

The submittal of false information may be considered fraud and could result in the immediate termination of the sub-award

5. Arbitration Clause: Any controversy or claim arising out, of or relating to, this sub-award, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

This sub-award shall be interpreted under the laws of the State of Florida.

6. Venue: The place for any hearing, arbitration, or other, shall be Highlands County, Florida.

## ATTACHMENT 2: STATEMENT OF WORK

### The Sub-recipient shall provide the following General Requirements:

1. Facilitate ELI Ice-House Curriculum to youth residing in Local Workforce Development Area (LWDA) 19 (DeSoto, Hardee, Highlands, and Okeechobee counties) who are:
  - a. Attending school (In-School), ages 16 to 21, low income, and have one or more of the following barriers:
    - Basic Skills Deficient
    - English language learner
    - An offender
    - Homeless, a runaway, in foster care or has aged out of the foster care system
    - Pregnant or parenting
    - An individual with a disability
    - An individual who requires additional assistance to complete an educational program or to secure or hold employment.

\*WIOA section 129(a)(1)(C)

\*See WIOA Section 3 for all definitions

- b. "Additional Assistance" is locally defined as:
    - An individual who has a disability; or
    - Held back one or more grade levels; or
    - A migrant seasonal farmworker or a family member of a migrant seasonal farm worker; or
    - Demonstrates limited English proficiency; or
    - Resides in a county where the unemployment rate exceeds the state average; or
    - is the child of a person who was a teen parent; or
    - Has a parent who is currently incarcerated; or
    - Who demonstrates a history of job loss due to lack of basic skills, job skills or substance abuse problems; or
    - Resides in a county in which the percentage of poverty is above the state average; or
    - Resides in a county in which the percentage of teen births is above the state average.
  - c. The local definition of "unable to compute or solve problems or speak English at a level necessary to function in the job, in the individual's family, or in society," is defined as:
    - Basic Skills Deficient in English, Language, or Math, as determined by a test of adult education (e.g. TABE [Test of Adult Basic Education] or CASAS [Comprehensive Adult Student Assessment Systems;]) scores at or below the 8th grade level in any one of these three areas.
2. Information about the full array of services available through CareerSource Heartland (CSH) centers, other CSH youth services, and relevant community providers to each applicant meeting the eligibility criteria for the youth program.
  3. Referral for further assessment to the closest CSH Career Center, and referral to appropriate programs to meet the basic skills and training needs of applicants not meeting the enrollment criteria for the program.
  4. Referral to appropriate training and educational programs that have the capacity to serve the needs of each participant. Occupational Skills Training provided must be listed on the CSH Regional Targeted Occupations List (TOL) and offer a recognized credential.
  5. Opportunities for youth who successfully complete the program to volunteer to provide other participants with mentoring, tutoring and other appropriate activities.
  6. Structure the program to ensure the ability to deliver the following participant outcomes:
    - a. Entering post-secondary school, or;
    - b. Entering advanced training, or;
    - c. Obtaining employment, or;
    - d. Entering military service, or;
    - e. Entering apprenticeship training.
  7. All services under this sub-award to be delivered at CSH approved facilities.

8. Prior to employment, individuals seeking employment **must** be registered in the state's reporting system and provided service **or** referred to CSH for registration and service. Job developments resulting from Sub-recipient staff efforts must be reported to CSH staff for recording prior to student hire.
9. A maximum of 25% of total Local Workforce Development Board (LWDB) WIOA youth funds may be spent on In-School youth.
10. Work Experience Focus. A minimum of 30% of total LWDB youth funds must be used for work-based training activities such as summer jobs employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship, on-the-job training, or internships and job shadowing.  
  
Sub-recipient must track, and report program funds spent on paid and unpaid work experiences. See Attachment 3, Agreement for Payment.
11. The program will serve at-risk youth and will assist with Teen Pregnancy Prevention through these program activities.
12. The program must follow WIOA intent concerning consumer choice. Youth must be given information on, and offered choices, concerning all available approved providers of basic education, GED, and occupational training opportunities.

### **Program Design Requirements**

#### **1. Recruit a sufficient number of applicants**

The Sub-recipient will be responsible for the recruitment and initial pre-assessment of a sufficient number of youth to meet enrollment goals\* (\*see #2 below). The initial pre-assessment will include a screening of funding source eligibility, basic reading and math skills assessment utilizing the Test of Adult Basic Education (TABE) or the Comprehensive Adult Student Assessment System (CASAS), and other criteria necessary to determine if the applicant can be successful in the program. Pre-assessments must occur within 30 days of initial eligibility (participation date) for all youth participants. Previous assessment scores may be used providing the test(s) occurred less than six (6) months prior to the youth's eligibility date (participation date). Pre and post assessments must be conducted using the same tool.

Individuals deemed ineligible for program participation should be given referrals to, or information on, other available services as appropriate.

#### **2. Enrollment goals**

The Sub-recipient will be responsible for facilitating the ELI Ice-House Curriculum to 5-7 WIOA eligible in-school youth.

#### **3. Assessment**

Provide an objective assessment of all individuals accepted into the Sub-recipient's program including a review of basic skills, occupational skills, prior work experience, employability interests, aptitudes (including interest and aptitudes for nontraditional jobs), supportive service needs, and developmental needs for each participant.

#### **4. Individual Service Strategy**

Develop an Individual Service Strategy (ISS) for each individual accepted into the Sub-recipient's program that identifies a career goal, appropriate achievement objectives, and appropriate services, taking into account the objective assessment conducted.

Individuals identified as "basic skills deficient" in reading and/or math must have a basic skills goal and must be re-tested at least one time prior to their participation anniversary date. The participant must be re-tested annually until they are no longer identified as "basic skills deficient" or they exit the program.

#### **5. Provide:**

- a. Basic skills instruction or enhancement;
- b. Preparation for postsecondary educational opportunities, in appropriate cases;
- c. Strong linkages between academic and occupational learning;
- d. Preparation for unsubsidized employment opportunities, in appropriate cases; and,
- e. Effective connections with intermediaries who have strong links to the job market and to local and regional employers.

#### **6. Post-program Contact**

Maintain post-program contact with all program participants for a minimum of twelve (12) months after program exit.

#### **7. Curriculum**

Provide a copy of program curriculum to CSH staff.

#### **8. Measurable Skill Gains**

This measure applies to all program participants who, during the program year, are in an education or training program that leads to a recognized postsecondary credential or employment (denominator). Of those participants, the number who achieve measurable skill gains based on attainment of one of the five types of gains: 1) educational achievement; 2) high school diploma or equivalent; 3) secondary/post-secondary transcript/report card; 4) training milestone; or 5) skills progression (numerator).

### **Program Element Requirements**

The Sub-recipient will provide for the following required fourteen (14) components. Not every youth will require every service. The Sub-recipient will have the discretion to determine what specific program services will be provided to a youth participant, based on each participant's objective assessment and individual service strategy.

1. Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized post-secondary credential.
2. Alternative secondary school services, or dropout recovery services, as appropriate.
3. Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:
  - a. Summer employment opportunities and other employment opportunities available throughout the school year;
  - b. Pre-apprenticeship programs;
  - c. Internships and job shadowing;
  - d. On-the-job training opportunities.
4. Occupational skills training which includes priority consideration for training programs that lead to recognized post-secondary credentials that align with in-demand industry sectors or occupations in the local area involved (*occupations must be based on the local CSH Targeted Occupations List*).
5. Education offered concurrently with, and in the same context as, workforce preparation activities and training for a specific occupation or occupational cluster.
6. Leadership development opportunities including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors.
7. Supportive services (stipends, and referrals to other agencies).
8. Adult mentoring for the duration of at least twelve (12) months that may occur both during and after program participation.
9. For all WIOA Youth participants exiting program services, follow-up services for a period of not less than twelve (12) months post participation. Follow-up and tracking will be designed to ensure individual long-range success and program accountability. CareerSource Heartland requires documentation of follow up at **first (1<sup>st</sup>) quarter after exit, second (2<sup>nd</sup>) quarter after exit, third (3<sup>rd</sup>) quarter after exit, and fourth (4<sup>th</sup>) quarter after exit.**
10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth.
11. Financial literacy education.
12. Entrepreneurial skills training.
13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area such as career awareness, career counseling, and career exploration services.
14. Activities that help youth prepare for and transition to postsecondary education and training.

### **Specific Service Delivery Requirements**

Specific program elements provided by the Sub-recipient in response to the CSH Request for Proposals for Youth Workforce Services are incorporated into this document by reference.

### **Reporting Requirements**

The Sub-recipient will be required to conduct eligibility determination, enter all required data into the State of Florida approved database for customer tracking, maintain appropriate master files containing source documentation, and ensure adequate and timely tracking of participant progress and reconciliation, as required. Quarterly reports will be submitted to CSH indicating progress made toward performance goals. Monthly reports are also required – see Attachment 5 (for monthly reports only). If the goals are not being met, a justification for the non-attainment of goals and a corrective action plan must be submitted to CSH.

The Sub-recipient will maintain a master file for every enrolled youth that may include a combination of electronic and hard copy files as appropriate. At a minimum, the master file shall include the WIOA application, eligibility documentation, WIOA enrollment

form, the initial and comprehensive assessments, the ISS and its updates, goal assignment and attainment, monthly progress case notes; and, as applicable, credential attainment and job placement information including job retention verification.

Sub-recipient will also be required to:

- conduct and data-enter participant follow-up information on a quarterly basis for one (1) year following program exit
- data-enter TABE/CASAS scores and updated TABE/CASAS scores on all applicable participants.

### **Coordination Requirements**

The Sub-recipient will link with CSH centers and other agencies/entities that can provide services to the target population. The Sub-recipient will have clear linkages with Job Corps, local school districts, local Youth service agencies, and community ABE/GED/ESOL providers.

### **Performance Accountability Requirements**

All youth served under this sub-award will be expected to achieve two or more of the following outcomes:

1. If basic skills deficient, attainment of basic skills goals and, as appropriate, work readiness or occupational skills goals;
2. Attainment of secondary school diploma, GED, or occupational certificate; and/or,
3. Placement in postsecondary education, advanced training, military service, employment, or qualified apprenticeships.

(continued on next page)

**Performance Measures: Minimum Performance Levels** (Measures indicated are Local Area goals):

Performance Measure	Minimum Performance Level
<p><b>Enrollment</b>                      Number of youth enrolled nine months following registration (continuing into the next program year, or exiting having attained one or more positive outcomes). 5-7 WIOA Eligible In-School Youth</p>	5 I/S Youth
<p><b>Employment or Enrollment in Post-Secondary Education/Advanced Training in the 2<sup>nd</sup> Quarter after Exit</b>                      Of the total number of exited participants, the number who are enrolled in post-secondary education/advanced training or are employed during the 2<sup>nd</sup> quarter after exit.</p>	78.9 %
<p><b>Employment or Enrollment in Post-Secondary Education/Advanced Training in the 4<sup>th</sup> Quarter after Exit</b>                      Of the total number of exited participants, the number who are enrolled in post-secondary education/advanced training or are employed during the 4<sup>th</sup> quarter after exit.</p>	78.4%
<p><b>Median Earnings</b>                      Of all exited participants, the median wage rate earned in the 2<sup>nd</sup> quarter after exit (the mid-point between the highest and lowest wage earned in the 2<sup>nd</sup> quarter after exit)</p>	\$ 3,975
<p><b>Credential Attainment – Degree or Certificate</b>                      Of all exited participants who were enrolled in a secondary or post-secondary education or training program, the number who obtained a recognized secondary or post-secondary credential AND who were employed or enrolled in an education or training program that leads to a recognized postsecondary credential within one year after exit.</p>	97.1%
<p><b>Measurable Skill Gains</b>                      Of those program participants who, during the program year, are in an education or training program that leads to a recognized postsecondary credential or employment (denominator), the number who achieve measurable skill gains based on attainment of one of the five types of gains:                      1) educational achievement;                      2) high school diploma or equivalent;                      3) secondary/post-secondary transcript/report card;                      4) training milestone; or                      5) skills progression (numerator).</p>	80.8%
<p><b>Effectiveness in serving Employers</b>                      1) Retention with same employers                      2) Repeat business customers                      3) Employer penetration rate</p>	Baseline data being collected at this time

*\*Percentage requirements are subject to change based on state requirements.*

### ATTACHMENT 3: AGREEMENT FOR PAYMENT

#### Cost Reimbursement

This is a cost reimbursement contract which requires a level of performance for full payment. Ten (10) percent of the invoice amount, up to \$957.34, may be recovered by the Sub-recipient with the achievement of performance-based pay-points as described in Attachment 2. Performance based payments will be calculated based on information acquired through the state's reporting system.

Performance Payments Standard	Expected Achievement	Weight	Maximum Annual Payments
Measurable Skills Gains	72.72%	50%	\$478.67
Enrollment	5	50%	\$478.67
<b>Total Performance Payments</b>		100%	<b>\$ 957.34</b>

**\*Percentage requirements are subject to change based on state requirements.**

Performance payments may be modified in the event of amendments to this contract.

Sub-recipient will invoice for performance payments which may be made on a quarterly basis. Final performance holdback request must be submitted by October 5, 2023.

For the purpose of performance payments, employment will only be counted toward expected achievement percentages if procedures noted in Statement of Work (#8) are followed.

#### Invoicing for Cost Reimbursement

To receive reimbursement for program services performed through this sub-award, the Sub-recipient must submit a monthly cost reimbursement package outlining negotiated and allowable costs. Costs may not exceed fifteen (15) percent of the cost categories as originally budgeted, unless a budget modification has been submitted to the CSH President/CEO and approved in writing.

If necessary, the budget may be amended between cost categories with prior permission from the CSH President/CEO utilizing the CSH Request for Budget Amendment form, providing the total sub-award amount is not exceeded and funds remaining in the category are sufficient to meet the requirements of the sub-award without renegotiation. If the Sub-recipient amends the budget without written approval from CSH, the associated cost(s) will be questioned and may be disallowed.

Cost reimbursement packages must reflect actual and accrued expenditures and must be supported with copies of payroll and general ledgers or other documents substantiating that expenses were paid or subsequently paid, if accrued. Documentation of costs must be maintained for monitoring and for auditing by CSH, State and/or Federal Officials.

Cost reimbursement packages must be submitted monthly and must be received by the tenth of the month for the previous month's expenses. Invoices not received and/or completed by the tenth may delay processing payment. If the tenth falls on a weekend or holiday, the package is due the previous business day. Packages received after the close of business will be posted on the following business day.

Upon receipt of a cost reimbursement package in the CSH Administrative Office, the Finance Department will review the package, checking expenditures against the budget and the actual and cumulative expenses reported. Supporting documentation will be reviewed for mathematical accuracy and allowability. CSH considers required documentation as the following:

- Original and completed monthly invoice, reflecting the appropriate time period, and including an assurance that expenditures are proper and in accordance with the sub-award documents and approved budgets. Vouchers requesting payment (monthly invoices) as well as the annual and/or final fiscal report or voucher requesting payment under this sub-award must include a certification, signed by an authorized official of the Sub-recipient, as follows:

*"By signing this request for payment, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code, Title 18, Section 1001 and Title 31, Sections 3729-3733 and 3801-3812)".*

*Uniform Guidance, Indirect Costs for Institutions of Higher Education (Appendix III, Section F - Certification)*

- General or Accounting Ledger accurately reflecting all amounts paid. Supporting explanations and/or calculations must be included to sufficiently verify ledger entries and to reconcile ledger line items to corresponding line items on the Request for Payment. All costs billed must be incurred and paid.
- Payroll ledger/register
- Copies of checks and supporting invoices/documentation as proof of payment(s)
- Report monthly WIOA Youth Work Experience expenses, paid and unpaid, including wages and staff costs for the development and management of work experiences, and report such expenditures as part of the local WIOA youth financial reporting. (20 CFR 681.610)

**Sub-recipient will charge costs to the year-round youth program based on approved Cost Allocation Plan submitted by Sub-recipient. Charges for services offered through this grant must be charged to this contract.**

The last accrual package must be submitted within fifteen (15) calendar days after the end of the sub-award, with final invoice due by October 5, 2023. Payments for cost reimbursement will not exceed \$8,616.02 or ninety (90) percent of the sub-award. Sub-recipient will request payment for performance holdbacks upon CSH's receipt and verification of measurable performance outcomes by October 5, 2023.

The final invoice must also include the above-referenced invoicing certification. Sub-recipient must also complete and submit the "Close-Out Certification" form (to be provided by CSH).

<b>ATTACHMENT 4:</b> <b>2023-24 GET THERE FASTER <i>IN-SCHOOL</i> YOUTH BUDGET</b> <b>FOR SERVICE DELIVERY TO DESOTO, HARDEE, HIGHLANDS, AND OKEECHOBEE</b> <b>COUNTIES</b>	
<b>In-School Budget Item</b>	<b>Annual Cost</b>
<b>Personnel</b>	
Salaries	423.25
ELI Licenses	247.50
<b>Total Personnel Costs</b>	<b>\$ 670.75</b>
<b>Direct Participant Costs</b>	
Incentives/Stipends	8,775.00
Books	127.60
<b>Total Direct Participant Costs</b>	<b>\$ 8,902.60</b>
Profit/Indirect	0
<b>Total In-School GTF Budget)</b>	<b>\$ 9,573.35</b>

**ATTACHMENT 5: Get There Faster Youth Report**

**South Florida State College  
2023-24 Get There Faster In-School Youth**

Reporting Month/Year	
Date Report Issued	
Number of In-School Participants	
Total Participants	

Report authorized by:

\_\_\_\_\_  
South Florida State College representative signature date

\_\_\_\_\_  
CareerSource Heartland Chief Programs Officer signature date

NOTE: Work Experience costs are captured and reported via the billing process.