



# REQUEST FOR PROPOSAL

## *WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) SERVICES FOR OUT-OF-SCHOOL YOUTH AGES 16 TO 24*

ISSUE DATE: June 11, 2018  
PROPOSALS DUE: July 12, 2018

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**CareerSource Okaloosa Walton**  
**REQUEST FOR PROPOSAL FOR WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**SERVICES FOR**  
**OUT-OF- SCHOOL YOUTH AGES 16 TO 24**

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## PART I: GENERAL CONSIDERATIONS

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The **Okaloosa-Walton Jobs and Education Partnership, Inc.**, d/b/a CareerSource Okaloosa Walton is issuing this Request for Proposal (RFP) to fund a program that serves ages 16-24 year old Out-of-School Youth as defined in the Workforce Innovation and Opportunity Act (WIOA) of 2014. The purpose of this program will be to provide services to youth and youth and young adults that allow them to obtain the training and support needed to allow them to attach and succeed in the workforce. The initial term for any Grant Agreement awarded under this solicitation will be from October 1, 2018, and extending through June 30, 2020, provided that performance outcomes are successfully achieved. The Grant Agreement may be renewed with CareerSource Okaloosa Walton's Board approval for up to three additional years.

For ease in translating the successful proposal into a Grant Agreement Statement of Work, all proposals are to be written in the **INDICATIVE** (will, shall) rather than the **SUBJUNCTIVE** (may, could).

CareerSource Okaloosa Walton is seeking a provider to deliver services rooted in work-based learning. The program funded under this RFP will provide services designed to assist youth and young adults 16 through 24 to obtain high school diplomas or equivalencies or increase their academic abilities and enter employment as appropriate. The provider will have or plan to develop partnerships with the CareerSource Okaloosa Walton Career Center, Northwest Florida State College (NWFSO), Okaloosa Technical Center (OTC), Emerald Coast Technical Center (ECTC), Okaloosa County School District, Walton County School District, the Florida Department of Juvenile Justice, and other entities that service out-of-school youth as well.

### A. **Eligible Proposers**

All public or private not-for-profit corporations, local education agencies, governmental units, public agencies, or private-for-profit corporations properly organized in accordance with State and Federal law (except those referenced in the paragraph below) and in business for at least one (1) year may submit a proposal for funding. Minority and women-owned and operated businesses are encouraged to submit a proposal.

No proposer may compete for funds if the:

- (1) Proposer has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental agency;
- (2) Proposer's previous contract(s) with CareerSource Okaloosa Walton have been terminated for cause;
- (3) Proposer has not complied with an official order to repay disallowed costs incurred during its conduct of programs or services;
- (4) The entity or its parent organization has filed for bankruptcy during the past five (5) years; or
- (5) The proposer's name appears on the convicted vendor list.

**B. Services Required under this RFP**

Services are solicited for WIOA eligible Out-of-School Youth aged 16 through 24. All youth served must reside in CareerSource Okaloosa Walton, Local Workforce Development Area (LWDA 2), Okaloosa and Walton Counties.

**C. Funding Period / Period of Performance**

The funding period for any Grant Agreement awarded under this solicitation will be from October 1, 2018, through June 30, 2020, provided performance remains acceptable during that period. Any Grant Agreement awarded from this RFP will include an option to renew for up to three additional one-year periods, contingent upon successful performance and funding.

**D. Funding Available**

Any Grant Agreement resulting from this RFP will be funded through WIOA Out-of-School Youth dollars with the potential for funding from other sources as available.

**E. Customer Service Levels**

CareerSource Okaloosa Walton recognizes that the number of youth served will vary by program type and intensity of service. CareerSource Okaloosa Walton does, however, expect that the cost per customer served will be reasonable in relationship to the level of service delivered.

**F. Performance**

For eligible youth ages 16 to 24 enrolled in WIOA services, performance measures include:

<b>CareerSource Okaloosa Walton</b>		
<b>Performance Measures for Program Year 2018 – 2019</b>		
<b>Type of Measure</b>	<b>Measure</b>	<b>Outcomes PY 2018 - 2019</b>
Education/Employment	Obtain diploma or GED AND in employment or post-secondary training at exit	76%
Employment/Education	Employed or in post-secondary education at exit	76%
Education	Measurable Skill Gained	80%
Wage	Wage at placement	\$10.00 per hour

Performance goals are subject to change based on State and Federal decisions.

**G. Type of Grant Agreement**

Proposed costs will be analyzed and a Grant Agreement will be negotiated on either a fixed-price basis or a cost reimbursement basis. **There will be no Grant Agreement negotiated without a performance basis.**

Payment under a fixed-price or a cost reimbursement Grant Agreement will have a portion of the funds (a minimum of 10%) withheld until achievement of measurable performance outcomes have been documented. The remaining funds will be used to

reimburse allowable expenditures submitted on a monthly invoice with appropriate documentation. Examples of measurable performance outcomes include, but are not limited to, full-time job placement, six-month job retention, and customer satisfaction.

For the purposes of responding to this RFP, proposers are to develop a line item budget showing all expected costs associated with delivering the required services. Additionally, proposers must include a budget narrative that details the methodology for budgeted amounts.

Expenditures will be charged to line-item budgets and to cost categories using the cost limitations established by WIOA. In some limited instances, contracts may include an advance for services to be performed.

Due to the nature of the funding sources, legislation, policies and performance achieved, proposers are advised that any Grant Agreement awarded under this RFP may be modified to incorporate changes in any of the above areas as well as system-wide adjustments in the delivery system or any activities provided.

#### H. **Governing Authority**

Acceptable proposals will meet the specifications contained in this RFP, the requirements of the Federal Workforce Innovation and Opportunity Act of 2014 (WIOA), the Deficit Reduction Act of 2005, the LWDA 2 CareerSource Okaloosa Walton Local Workforce Plan Modification 2018-2020, Florida Statute 445, and all applicable policies and regulations. It is incumbent upon proposers to familiarize themselves with these documents during proposal development. Reference copies are available through the CareerSource Okaloosa Walton website at: <https://www.careersourceokaloosawalton.com/>.

#### I. **Questions**

All questions must be submitted in writing. Questions not posed at the Bidders' Conference must be submitted in writing by e-mail no later than 12:00 PM Central Time on July 6, 2018 to [policy@careersourceow.com](mailto:policy@careersourceow.com)

Questions received prior to the Bidders' Conference will be addressed at the Bidders' Conference. Questions received after the Bidders' Conference but before the close date for questions will be responded to in writing and posted on the CareerSource Okaloosa Walton website [www.careersourceokaloosawalton.com](http://www.careersourceokaloosawalton.com)

## PART II: PROCUREMENT TIMETABLE

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<u>Procurement Action</u>	<u>Date</u>
RFP Packets Available / Issue RFP	June 11, 2018
Bidders' Conference	June 28, 2018
Last Date for Questions	12:00 PM (CST) July 6, 2018
Letter of Intent to Submit Proposal Due	No later than 4:00 PM (CST) July 9, 2018
Proposals Due	No later than 12:00 PM (CST) July 12, 2018
Board Approval	On or About August 8, 2018
Notify Approved Service Provider	No later than 4:00 PM (CST) August 15, 2018
Grant Agreement Execution	On or About August 22, 2018
Provision of Services Begin	October 1, 2018

All times shown are Central Standard Time (CST). CareerSource Okaloosa Walton reserves the right to adjust the schedule when it is in the best interest of CareerSource Okaloosa Walton or to extend any published deadline in this RFP upon notification to those who have submitted a Letter of Intent to Submit Proposal by the date and time specified.

All potential respondents are ***strongly encouraged*** to attend the Bidders' Conference since this will be the best opportunity for having technical and other concerns addressed. A copy of the proposal review/rating sheet will be distributed at the Bidders' Conference. The Bidders' Conference will be held in the conference center at **415 City Plaza, Ft Walton Beach, Florida 32547**.

The Letter of Intent to Submit Proposal must clearly identify the proposer, any subcontractor(s), and the activities/services that each subcontractor will deliver. A Letter of Intent to Submit Proposal does not commit a proposer to submit a proposal; however, a **Letter of Intent must be submitted in order to propose**.

The Letter of Intent to Submit Proposal may be faxed to (850) 651-3165; e-mailed to the address below; hand delivered; or mailed to the address indicated below. PROPOSALS must be hand delivered or mailed to the address below. The prospective proposer is solely responsible for assuring that anything mailed to CareerSource Okaloosa Walton arrives safely and on time. The CareerSource Okaloosa Walton administrative office is located at:

109 8<sup>th</sup> Avenue  
Shalimar, Florida 32579  
Telephone Number: (850) 651-2315  
Fax Number: (850) 651-3165  
[policy@careersourceow.com](mailto:policy@careersourceow.com)

## PART III: BACKGROUND INFORMATION

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CareerSource Okaloosa Walton is the designated administrative entity and sub-state grantee for the LWDA 2 and has been chartered by the Governor as the regional workforce development board. As such, CareerSource Okaloosa Walton oversees the planning and implementation of a variety of welfare reform and workforce development programs in Okaloosa and Walton Counties.

The **Okaloosa-Walton Jobs and Education Partnership, Inc.** is a private not-for-profit corporation registered under Section 501(c) (3) of U.S. Internal Revenue Code d/b/a CareerSource Okaloosa Walton. A board of directors comprised of volunteers from both counties in the region who represent private sector business, economic development, education, organized labor, community-based organizations, veterans, and state and local government agencies govern CareerSource Okaloosa Walton. Joint oversight is provided through an agreement with the Board of County Commissioners from each of the counties in LWDA 2.

A mission of CareerSource Okaloosa Walton is to provide leadership, oversight, guidance and assistance to institutions and agencies delivering training and workforce services in order to meet the economic development and employment needs of Okaloosa and Walton Counties.

As the regional workforce board, CareerSource Okaloosa Walton is charged with identifying eligible providers of youth services by awarding grants or contracts on a competitive basis, based on the recommendations of the Career and Youth Council and approval of the CareerSource Okaloosa Walton Board of Directors; and on criteria contained in the State Plan.

The general parameters of the programs desired are described in this RFP. CareerSource Okaloosa Walton is interested in funding programs that incorporate the program design and elements described in the Workforce Innovation and Opportunity Act (WIOA). CareerSource Okaloosa Walton welcomes and encourages proposers to submit training program designs which are innovative in their approach. CareerSource Okaloosa Walton believes that offering the broadest range of services and training activities will enhance customer choice and success.

### **A. Workforce Innovation and Opportunity Act of 2014**

The Workforce Innovation and Opportunity Act, Public Law 113-128; and the Code of Federal Regulations (CFR): (1) Department of Labor (DOL), Employment and Training Administration (ETA), 20 CFR Parts 676, 677, and 678; (2) Department of Education, 34 CFR Parts 361 and 463; Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; Final Rule; describes the way employment and training services are to be provided to youth.

The intent of WIOA legislation, pertaining to youth activities, is to increase the focus on Out-of-School Youth aged 16 to 24. With an estimated 2.2 million 16 to 24 year Old's unemployed in July 2017, local WIOA programs are expected to help disconnected youth find a path to joining the labor force.



The purposes of Out-of-School Youth activities funded under WIOA are to:

1. Provide to eligible youth seeking assistance in achieving academic and employment success, effective and comprehensive activities, which shall include a variety of options for improving educational and skill competencies and provide effective connections to employers;
2. Ensure ongoing mentoring opportunities for eligible youth with adults committed to providing such opportunities;
3. Provide opportunities for training to eligible youth;
4. Provide continued supportive services for eligible youth;
5. Provide incentives for recognition and achievement to eligible youth; and
6. Provide opportunities for eligible youth in activities related to leadership development, decision-making, citizenship and community service.

Additional information about the Workforce Innovation and Opportunity Act can be found in Exhibit A.

#### **B. Participant Eligibility**

Youth served under solicited programs must reside in CareerSource Okaloosa Walton LWDA 2 (Okaloosa and Walton Counties) and be eligible for such services as described below.

WIOA youth customers require eligibility determination prior to receiving any WIOA funded service. Eligible youth must meet the following criteria:

1. Not attending any school (adult school is not considered a “school”)
2. Not younger than 16 or older than age 24 and **one** or more of the following:
  - A school dropout
  - A recipient of a secondary school diploma or its equivalent who is low income and basic skills deficient or an English language learner
  - An individual who is subject to the juvenile or adult criminal justice system
  - Homeless, a runaway, in or has aged out of the Foster Care system or eligible for services under 42 U.S.C. 677(a) (Exhibit C)
  - Pregnant or parenting
  - An individual with a disability
  - A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment

The successful proposer(s) will be responsible for performing eligibility determinations for the clients it serves unless other arrangements are made through

CareerSource Okaloosa Walton.

**Service Delivery & Procurement**

Florida Statute 287.058 (g) states: “Specifying that the Grant Agreement may be renewed for a period that may not exceed 3 years or the term of the original Grant Agreement, whichever is longer, specifying the renewal price for the contractual service as set forth in the bid, proposal, or reply, specifying that costs for the renewal may not be charged, and specifying that renewals are contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds.”

**Compliance and Performance**

CareerSource Okaloosa Walton is subject to extensive compliance and performance monitoring by both State and Federal agencies. Additionally, we retain our own independent monitors.

The successful proposer will be required to meet numerous programmatic and fiscal compliance and quality indicators set forth in State and Federal statute, rules and regulations as well as local CareerSource Okaloosa Walton policy.

## PART IV: SCOPE OF WORK

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### A. Program Design Requirements

Proposers must ensure that the proposal provides a design framework that will:

1. **Recruit a sufficient number of applicants.** The proposer will be responsible for recruitment of all participants and pre-assessment of basic skills. Referrals from other CareerSource Okaloosa Walton programs are acceptable. The final WIOA eligibility determination will be the responsibility of the proposer.
2. **Provide an objective assessment** of the academic levels, skill levels and service needs of each participant. This assessment shall include 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.
3. **Develop an Individual Service Strategy (ISS)** for each participant that identifies an employment goal (and, where appropriate, a non-traditional employment goal), appropriate achievement objectives and appropriate services for the participant, taking into account the assessment conducted. The ISS must link directly to one or more of the WIOA performance goals.
4. **Provide:**
  - a. Preparation for post-secondary educational opportunities, in appropriate cases.
  - b. Activities leading to the attainment of a secondary school diploma or equivalent.
  - c. Preparation for unsubsidized employment, post-secondary training, the military or registered apprenticeship.
  - d. Effective relationships with employers allowing for work experience activities.
5. Financial literacy must be a key component of the program. The financial literacy education program element includes activities which:
  - a. Support the ability of participants to create budgets, initiate checking and savings accounts at banks, and make informed financial decisions;
  - b. Support participants in learning how to effectively manage spending, credit, and debt, including student loans, consumer credit, and credit cards;
  - c. Teach participants about the significance of credit reports and credit scores; what their rights are regarding their credit and financial information; how to

determine the accuracy of a credit report and how to correct inaccuracies; and how to improve or maintain good credit;

- d. Support a participant's ability to understand, evaluate, and compare financial products, services, and opportunities and to make informed financial decisions;
- e. Educate participants about identity theft, ways to protect themselves from identity theft, and how to resolve cases of identity theft and in other ways understand their rights and protections related to personal identity and financial data;
- f. Support activities that address the particular financial literacy needs of non-English speakers, including providing support through the development and distribution of multilingual financial literacy and education materials;
- g. Provide financial education that is age appropriate, timely, and provides opportunities to put lessons into practice, such as by access to safe and affordable financial products that enable money management and savings; and
- h. Implement other approaches to help participants gain the knowledge, skills, and confidence to make informed financial decisions that enable them to attain greater financial health and stability by using high quality, age-appropriate, and relevant strategies and channels, including, where possible, timely and customized information, guidance, tools, and instruction.

**B. WIOA Program Elements Requirements**

CareerSource Okaloosa Walton seeks proposals to ensure a comprehensive program of services is available to eligible youth throughout the region.

1. \*Tutoring, study skills training, and instruction leading to secondary school completion (or GED attainment), including dropout prevention strategies and preparing youth for post-secondary educational opportunities in appropriate cases.
2. Alternative secondary school services and dropout recovery services, as appropriate;
3. \*Paid and unpaid work experiences that include **academic and occupational** education. A minimum of 20% of the budget must be spent on work experience activities which may include pre-apprenticeships, internships, job shadowing, and on-the-job training.
4. Leadership development opportunities, which may include community service and peer centered activities that encourage responsibility and other positive social behavior, as appropriate.
5. \*Supportive services, such as child care, transportation, performance incentives;
6. Adult mentoring for the period of participation and for a subsequent period, for a total of not less than twelve months;

7. \*For all WIOA Youth participants, follow-up services for a period of not less than twelve months post participation, as appropriate. Follow-up and tracking will be designed to ensure individual long-range success and program accountability.
8. Comprehensive guidance and counseling, which may include mental health, drug and alcohol abuse counseling and referral to counseling, as appropriate.
9. Occupational skills training; entrepreneurial skills training.
10. \*Career awareness, career counseling, career exploration and activities that assist youth transition to post-secondary education and employment.

Not every youth will require every service. The proposer will have the discretion to determine, unless otherwise indicated, what specific program services will be provided to a youth participant, based on each participant's objective assessment and Individual Service Strategy (ISS). *Program elements marked with \* must be provided.*

### C. Service Guidelines

The successful proposer will be held to the following guidelines.

1. Staffing. The successful proposer will hire qualified programmatic and technical staff that has the expertise to meet the goals, objectives and requirements of this RFP. The experience, abilities and motivation of the staff play a critical role in the ultimate success of the service delivery.

The successful proposer will ensure that:

- Staff is trained to effectively carry out contracted activities;
- On-going training is conducted in-house to keep staff abreast of new policies and procedures;
- Staff failing to complete mandatory training will not perform that function until training is completed;
- Attendance is documented for all training; and
- All staff will have consistent, reliable e-mail access.

The successful proposer will be responsive to CareerSource Okaloosa Walton's recommended or mandated training relevant to quality service delivery or performance improvement. CareerSource Okaloosa Walton may, at its discretion, directly arrange or provide funding for such training.

2. Job Vacancies. The successful proposer will list all of their organization's job vacancies in Employ Florida and commit to hiring CareerSource Okaloosa Walton customers into those job vacancies whenever possible.

3. Management and Financial Requirements.

- a. Management Capability. The successful proposer will demonstrate the management capability needed to effectively and efficiently deliver the program proposed. Management capability includes the ability to manage the delivery system effectively and efficiently, conduct self-monitoring for Grant Agreement compliance, achieve the Grant Agreement objectives, provide

quality service delivery, keep appropriate records in an auditable manner, and meet/exceed performance standards.

- b. Financial Capability. The successful proposer will demonstrate the financial capability needed to effectively and efficiently deliver the program proposed. Financial capability includes the ability to maintain fiscal controls, accounting procedures, and financial reporting in accordance with generally accepted accounting principles and requirements established by CareerSource Okaloosa Walton and demonstrate sound financial practices and show evidence of continued financial stability. The successful proposer will maintain separate accounting records for any Grant Agreement resulting from this RFP to ensure accurate and appropriate reporting of Grant Agreement expenditures and ensure that costs are tracked in sufficient detail to determine compliance with Grant Agreement requirements and ensure funds have not been unlawfully spent. All accounting records must be made available for review upon request for examination, audit, or for the making of excerpts or copies of such records for the purpose of determining compliance with all applicable rules, regulations and the provisions of the Grant Agreements.
  - c. Staff Costs. Due to the nature of the services solicited by this RFP, CareerSource Okaloosa Walton will only reimburse personnel costs for time actually worked and reasonable vacation, sick leave and holidays as provided for in the proposing organization's personnel policies and earned during the Grant Agreement term. No other paid leaves of absence will be reimbursed by CareerSource Okaloosa Walton nor will they be part of the negotiated Grant Agreement.
  - d. Purchasing. The successful proposer will follow Federal and State procurement guidelines as outlined in State statute and Federal circulars, such as Uniform Guidance at 2 CFR 200. If the proposer intends to procure equipment, materials, etc., from itself or an affiliated organization, it must be identified as such in the budget narrative and any profit generated from that transaction(s) must be identified in the proposal.
  - e. Program Income. The successful proposer will follow guidelines outlined in Federal Circular Uniform Guidance at 2 CFR 200.
4. Quality Control. The successful proposer will use a quality control process to detect and reduce fraud and errors in data collection, eligibility determinations and service delivery. All staff of the successful proposer will be responsible for error and fraud detection and reduction.
- a. *Monitoring Activities* - The successful proposer's internal monitoring activities shall include case file review, data entry review, caseload contacts, and quality assurance monitoring to ensure appropriate service delivery. Case managers will self-monitor files on a quarterly basis using the state monitoring tool, completing 25% of case load each quarter with the goal of completing a full review by the end of the PY.

b. *Tracking Effectiveness* – The successful proposer will track effectiveness using monitoring data, State reporting data, regional reports and feedback from CareerSource Okaloosa Walton staff and partners.

c. *Performance Evaluation* – The successful proposer will continuously evaluate its performance and the overall success of its integration into the one-stop service delivery system. This shall include requiring case managers to register exiting, job seeking participants in Wagner-Peyser and referring them to the CareerSource Okaloosa Walton Career Center. Not less than quarterly, contact shall be maintained with CareerSource Okaloosa Walton partners in order to remain abreast of services that may be of value to participants

The successful proposer will establish and maintain mechanisms to ensure that records are entered and updated correctly in the appropriate information management system. This includes proper funding stream/project coding, case note frequency and quality, and monitoring of end dates.

5. File Maintenance and Documentation. The successful bidder will be responsible for maintaining a case file for every customer that has been determined eligible for workforce services. CareerSource Okaloosa Walton uses an electronic file system so the successful proposer will be prepared to scan documents into the system. At a minimum, the case files shall include information and documentation of each of the following as applicable: all eligibility and data validation items; the initial and comprehensive assessments; the ISS and its updates; progress reports; time and attendance; training completion certifications; counseling notes; outcome information; and outcome verification. Counseling notes must be documented monthly at a minimum.

These files are the property of CareerSource Okaloosa Walton and must be turned over to CareerSource Okaloosa Walton upon request and at the end of the Grant Agreement.

The successful proposer will ensure that all customer files are up-to-date and ensure that no more than 3% of the files have out-of-date or incorrect information when monitored by CareerSource Okaloosa Walton or its designee. By signature on each monthly invoice, the successful proposer is certifying the accuracy and timeliness of the information in the case files.

6. Reporting: The successful proposer will maintain documentation necessary to generate information for required Federal, State, and CareerSource Okaloosa Walton reports and provide financial and other information on daily operations as requested. The successful proposer will carefully analyze existing reports to determine if reports or report elements are necessary and if the reports meet the needs of CareerSource Okaloosa Walton, Federal and State agencies or the successful proposer's own business requirements.

#### **D. Performance Accountability Requirements**

Proposers will be held to negotiated performance levels for each of the core indicators of performance prescribed by CareerSource Okaloosa Walton. Each proposer will suggest within the proposal a percentage and number of participants who will meet each of the performance objectives; however, this percentage is subject to negotiation during Grant Agreement discussions. Proposers will also be able to suggest measures in addition to

those required by CareerSource Okaloosa Walton.

Service providers must be able to meet any and all Federal, State, and locally developed performance measures, even if some of these measures have not been developed at the time of publication of this RFP. The current CSOW Common Measures for PY 2017-2018 are outlined in the chart below:

<b>CareerSource Okaloosa Walton</b>		
<b>Workforce Common Measures Program Year 2017 – 2018</b>		
<b>Youth Measures:</b>	<b>Performance Goals (100%)</b>	<b>Performance Goals (90%)</b>
<b>Title I Youth Education and Training Rate: *****Employed 2<sup>nd</sup> Quarter After Exit</b>	<b>76.00%</b>	<b>68.40%</b>
<b>Title I Youth Education and Training Rate: *****Employed 4<sup>th</sup> Quarter After Exit</b>	<b>69.00%</b>	<b>62.10%</b>
<b>Median Wage 2<sup>nd</sup> Quarter After Exit</b>	<b>\$10.00 per hour</b>	<b>\$9.00 per hour</b>
<b>Credential Attainment within 4 Quarters After Exit</b>	<b>90.00%</b>	<b>81.00%</b>
<b>Measurable Skill Gained</b>	<b>80.00%</b>	<b>72.00%</b>

**E. Coordination Requirements**

Successful proposers will have a clear plan for linkages with the CareerSource Okaloosa Walton Career Center and affiliate offices, as well as other agencies/entities that can provide services to the target population. For example, the successful proposer will be expected to utilize the CareerSource Okaloosa Walton Career Center when assisting participants in obtaining unsubsidized employment, to know where to refer participants for assistance in obtaining access to childcare or emergency food items. Additionally, the successful proposer will have clear linkages with military recruiters, and the local school districts.

The coordination of outreach (marketing) and media relations is necessary to maintain a strong and recognizable presence delivering a clear and consistent message to the market. In an effort to achieve this and avoid duplication of effort, all media, marketing, advertising and public relations material pertinent to CareerSource Okaloosa Walton funded Grant Agreements must be approved by the CareerSource Okaloosa Walton Chief Operating Officer and/or Executive Director. The successful proposer will be responsible for informing staff that all contact with the media must be approved by the CareerSource Okaloosa Walton Chief Operating Officer and/or Executive Director.



## PART V: INSTRUCTIONS FOR PROPOSAL SUBMISSION

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### A. Who Can Submit a Proposal?

All public or private not-for-profit corporations, local education agencies, governmental units, public agencies, or private-for-profit corporations properly organized in accordance with State and Federal law (except as indicated in the paragraph below) and in business for at least one (1) year may submit a proposal for funding. Minority and women-owned and operated businesses and community based organizations are encouraged to submit a proposal.

No entity may compete for funds if: (1) the entity has been debarred or suspended or otherwise determined to be ineligible to receive Federal funds by an action of any governmental agency; (2) the entity's previous Grant Agreement(s) with CareerSource Okaloosa Walton have been terminated for cause; (3) the entity has not complied with an official order to repay disallowed costs incurred during its conduct of programs or services; or (4) the entity's name appears on the convicted vendor list.

No more than one organization will be selected to provide services within Okaloosa and Walton Counties. The successful proposer may subcontract with other entities with prior approval of CareerSource Okaloosa Walton; proposers are encouraged to utilize minority and women-owned and operated businesses as subcontractors. Each proposer is advised that CareerSource Okaloosa Walton will hold the successful proposer totally responsible and accountable for effectively and efficiently managing and delivering the services and activities described in this RFP while providing excellent customer service and achieving the contracted performance outcomes.

### B. Responsive Proposals

To be considered responsive, proposals must meet the following minimum criteria.

1. Two (2) original proposals, six (6) copies, and a jump drive on which the proposal has been saved (note what program it is saved in, e.g., Word 2010) must be received at the CareerSource Okaloosa Walton administrative office by **no later than the due date and time shown in the Procurement Timetable, Part II of this RFP**. The timely delivery of a proposal is entirely the responsibility of the proposer. Proposals postmarked on or before the proposal due date but delivered, for any reason, after the due date or time will be considered non-responsive. Proposals hand delivered, for any reason, after the due date or time may be considered non-responsive. Only natural disasters or auto accidents are considered acceptable reasons for late delivery.
2. The original proposals must be manually signed in **BLUE** ink by an official authorized to represent and bind the proposing agency and must be marked "original".
3. Proposals must be presented in the same order as set forth in "Proposal Format" below and contain all information requested.
4. Giving incomplete or erroneous information or withholding important information could result in disqualification or, later, Grant Agreement termination.

5. Proposers must demonstrate a general understanding of the CareerSource Okaloosa Walton youth program design, the services solicited by this RFP, and the ability to effectively and efficiently manage and deliver those required services.

### **C. Proposal Format**

Each proposal is to be prepared simply and economically, providing a straightforward response to this RFP. **Elaborate or expensive bindings, colored displays, and promotional materials are not desired and are not to be included.**

CareerSource Okaloosa Walton will not return proposals, binders or exhibits to proposers. All proposals become the property of CareerSource Okaloosa Walton and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. In submitting a proposal, the proposer acknowledges that CareerSource Okaloosa Walton will have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP without the necessity of paying a fee, license, or royalty. Selection or rejection of the proposal will not affect this right.

All proposals must be assembled according to the following outline. Maximum allowable pages per section are noted. Proposals are to be sequentially paginated at the bottom center of each page beginning with the cover sheet using the format of “page XXX of XXX”. Include all attachments in the pagination.

Proposals must be submitted in the following order and cannot exceed **42** pages not including required forms and mandatory attachments:

1. Cover Sheet/Organizational Background - Use **Required Form 1** (not included in page count)
2. Table of Contents (not included in page count)
3. Executive Summary (maximum 3 pages)
4. Budget Summary - Use **Required Form 2** (maximum 3 pages not including Form 2)
5. Organizational Experience, Capability and Support (maximum 6 pages)
6. Statement of Work (maximum 20 pages)
7. Staffing Plan (maximum 2 pages)
8. Performance Accountability - [include **Required Form 3A** (maximum 2 pages not including Form 3A)
9. Coordination and Non-Duplication (maximum 1 page)
10. Automation and Technology (maximum 1 page)
11. Avoiding Conflict of Interest (maximum 1 page) (if applicable – not included in page count)
12. Transition Plan (maximum 1 page) (required of all proposers not currently serving as a service provider.
13. Quality Control (maximum 2 pages)

14. File Maintenance/Documentation/Data Entry (maximum 2 pages)

15. Mandatory Attachments: (not included in page count)

Attachment A	Administrative and Financial Capabilities Checklist (form provided)
Attachment B	Original CONFLICT OF INTEREST STATEMENT/ CERTIFICATION (form provided)
Attachment C	Original signed Certifications and Assurances (form provided)
Attachment D	The proposing agency's most recent complete CPA certified audit or review, including all management letters or financial statements (if the proposer is a private for-profit agency and they do not have a recent audit)
Attachment E	Letters of Support
Attachment F	An organizational chart showing: (1) the proposed program's relationship to the overall agency's operations; (2) each position on the organizational chart with an indication of whether the position is paid or volunteer; and (3) the proposed staffing. Statement committing to provide resumes of key staff that will be involved if awarded a Grant Agreement.
Attachment G	A copy of the proposing agency's Board of Directors list including other affiliations.
Attachment H	Evidence of the proposer's compliance with Federal Equal Employment Opportunity obligations as set forth in Title 41 CFR and in Executive Order 11246, as amended. The proposer must also submit evidence of their compliance with Federal Affirmative Action obligations as set forth in 41 CFR 60-1. Submitting the most current EEO-1 form can provide this evidence and the EEO-1 forms from the two preceding years. If the proposer has not submitted EEO-1 forms, the proposer may find forms and instructions at the EEO website <a href="http://www.eeoc.gov/">http://www.eeoc.gov/</a>

**THE FOLLOWING ARE FOR INFORMATION ONLY, BUT WILL BE REQUIRED SHOULD A GRANT AGREEMENT RESULT FROM YOUR PROPOSAL.**

Attachment I	Insurance Certifications
Attachment J	Certification Regarding Client Safety
Attachment K	Certification Regarding Breach of Ethical Standards
Attachment L	Copyright Statement
Attachment M	Assurance of Pell Grant Coordination
Attachment N	Assurances

#### **D. Conditions Applicable to All Proposals**

The following conditions are applicable to all proposals, CareerSource Okaloosa Walton may:

1. Reject any or all proposals, in whole or in part, which it considers not to be in its best interest;
2. Change or waive any provisions set forth in this RFP;
3. Return non-conforming proposals without review;
4. Waive informalities and minor irregularities in proposals received;
5. Negotiate any and all proposed terms, conditions, costs, staffing level, services/activities mix, and all other specifics;
6. Request: a) additional data, b) technical or price revisions, or c) oral presentations in support of the written proposal;
7. Determine that an arms-length agreement exists between the proposer and any subcontractors or vendors they might choose to use;
8. Require the establishment of escrow accounts for a contractor that currently has outstanding debts to CareerSource Okaloosa Walton as a result of audits or monitoring reviews;
9. Conduct a pre-award review that may include, but is not limited to, a review of the proposer's record keeping procedures, management systems, accounting and administrative systems, and program materials;
10. Use additional or deobligated grant funds to increase the slot level of successful programs;
11. Change specifications and modify contracts as necessary to facilitate compliance with the legislation, regulations and policy directives, to manage funding and to meet the needs of the customers; and
12. End Grant Agreement negotiations if acceptable progress, as determined by CareerSource Okaloosa Walton, is not being made within a reasonable time frame.

## PART VI: SELECTION

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CareerSource Okaloosa Walton maintains a policy that an organization must possess the demonstrated ability to perform successfully under the terms and conditions of a proposed Grant Agreement prior to the Grant Agreement being executed. Determinations of demonstrated performance shall take into consideration such matters as to whether the organization has:

- ◆ Adequate financial resources or the ability to obtain them;
- ◆ The ability to meet the RFP design specifications at a reasonable cost as well as the ability to meet performance goals;
- ◆ A satisfactory record of past performance in delivering the proposed services including demonstrated quality of services and successful outcome rates from past programs;
- ◆ The ability to provide services and/or a program that can meet the need identified;
- ◆ A satisfactory record of integrity, business ethics and fiscal accountability;
- ◆ The necessary organizational, accounting and operational controls; and
- ◆ Technical skills to perform the work.

All prospective proposers are prohibited from contacting any CareerSource Okaloosa Walton board member, CareerSource Okaloosa Walton committee member or CareerSource Okaloosa Walton staff (other than contact person identified in Part I of this RFP) regarding this solicitation to avoid actual conflicts, the appearance of conflicts or undue influence over the process. Contact with anyone for purposes of influencing the outcome of the procurement process will result in the disqualification of the prospective proposer.

All proposals will be opened at 9:00 AM CST on next business day following the proposal submission date in the CareerSource Okaloosa Walton administrative office.

### **A. Proposal Review and Award Process**

The proposal is only one factor to be used in the selection of service providers. Other factors, such as the need for the proposed activities relative to other employment and training initiatives in the region, and available funding for these initiatives will be considered.

Proposals submitted in response to this RFP will be reviewed by members of the CareerSource Okaloosa Walton Rating Committee and given a numerical score. The Rating Committee will make recommendations for funding to the full CareerSource Okaloosa Walton Board of Directors based on the proposal rating and other information such as labor market data, and the proposer's past performance record with similar programs. The full Board shall make the final decision on approval of proposals. Proposals that are approved by the CareerSource Okaloosa Walton Board of Directors will be eligible for Grant Agreement negotiation subject to the availability of funds. The approval of the Board provides approval for only the program concept and the total funding amount that may be contracted. It does not provide approval for any unit cost(s)

or for any specific terms and conditions. These details will be negotiated after a full review and discussion of the proposed program and costs by representatives of the proposer and CareerSource Okaloosa Walton staff. The negotiation session will be held at the CareerSource Okaloosa Walton administrative office location, 109 8<sup>th</sup> Avenue, Shalimar FL 32579.

CareerSource Okaloosa Walton has the responsibility of ensuring that contracted costs are both necessary and reasonable. Some provisions may be made in the Grant Agreement for movement of funding among line items within cost categories. Contractors will be required to maintain records sufficient to account for all expenditures, including cost categorization. Monthly expenditure reports will be required.

## **B. Appeal Procedure**

In accordance with applicable regulations, proposers who are denied funding have the right to appeal. The following steps must be taken for organizations to appeal funding decisions.

1. Submit a letter within three (3) business days from the date of the Grant Agreement award decision to the Executive Director of CareerSource Okaloosa Walton stating that an appeal to the Grant Agreement award is being filed and the specific reasons for that appeal based on one or more of the four criteria below:
  - a. Clear and substantial error or misstated facts by the review team upon which the decision was made by CareerSource Okaloosa Walton;
  - b. Unfair competition or conflict of interest in decision making process;
  - c. Any illegal or improper act or violation of law; and/or
  - d. Other legal basis on grounds that may substantially alter the Board's decision.

The Executive Director will review the appeal and respond within ten (10) business days

2. In the event the Executive Director's response is not satisfactory to the proposer, an appeal to the CareerSource Okaloosa Walton Executive Committee may be requested. The request must be addressed in writing within 15 days from receipt of response from the CareerSource Okaloosa Walton Executive Director to:

CareerSource Okaloosa Walton  
Attention: Executive Committee Funding Appeal Panel  
109 8<sup>th</sup> Avenue  
Shalimar, Florida 32579

The appeal will be heard at a time set by the Chair after consultation with counsel. The decision of the CareerSource Okaloosa Walton Executive Committee is final

## PART VII: PROPOSAL NARRATIVE OUTLINE AND BUDGET INSTRUCTIONS

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Using the information provided in the previous sections, proposers are to provide the narrative information requested in each section below. Proposals may be no longer than 42 pages in length, single sided on 8.5” by 11” white paper using a 1-inch margin and minimum 12-point font. Each section is to begin on a separate page. Required forms and mandatory attachments are not included in the page count. For ease in translating the successful proposal into a Grant Agreement statement of work, **all proposals are to be written in the INDICATIVE (will, shall) rather than the SUBJUNCTIVE (may, could).**

When preparing the proposal please note that clear, thorough, concise answers are better than a flowery, rambling narrative that does not provide a specific response. Get to the point as quickly and completely as possible.

### A. **EXECUTIVE SUMMARY** [maximum 3 pages]

**Briefly summarize your proposal. Include:**

1. Your vision of what the proposal will generally accomplish.
2. List an estimate of how many will be served by activity and include a discussion of the structure of service delivery. Identify the partnering agencies and organizations and provide letters of support as attachments.
3. State how the proposal will serve the customer. Describe any innovative approaches contained in the proposal.

### B. **BUDGET SUMMARY** [maximum 3 pages not including Required Form 2]

In addition to the proposal narrative, each proposer must submit a detailed line item budget using the attached budget forms.

1. Provide a budget narrative that justifies each proposed expense included on Required Form 2 in terms of it being necessary, allowable, and reasonable. Show the method of computation.
2. Give details of the organization's cost allocation method if one is used, e.g., prorating the cost of supplies based on the number of staff or the cost of salaries based on percentage of time spent on this Grant Agreement. Cost allocation information can be found at [https://www.doleta.gov/grants/pdf/TAG\\_PartI.pdf](https://www.doleta.gov/grants/pdf/TAG_PartI.pdf) in Chapter I-3 and [https://www.doleta.gov/Grants/pdf/TAG\\_PartII\\_July2011.pdf](https://www.doleta.gov/Grants/pdf/TAG_PartII_July2011.pdf) in Chapter II-8.
3. Indirect Cost Rate. If you have a federally approved indirect cost rate, provide documentation and state whether you will accept a lesser percentage and what that percentage would be. If you do not have a federally approved indirect cost rate, state the percentage of indirect that you propose to charge to the grant.
4. Identify any stand-in costs and in-kind resources/support for the service delivery system beyond what is required in the budget. Include each committed or proposed source of funding and the amount of that funding. Be aware that stand-in costs must be reported on a quarterly basis by the 10th of the month in order to be used for an

audit resolution of disallowed costs.

5. Identify third party or in-house procurement. If the proposer intends to procure equipment, materials, etc., from itself or an affiliated organization, the profit must be included in the profit margin for the entire Grant Agreement.
6. Describe the process you will use to manage budgets for activities and support services. Include a discussion of the role of the case managers in this process.
7. State what contingency plans are in place to repay CareerSource Okaloosa Walton through non-Federal funds in the event that there are any disallowed costs as a result of an audit or monitoring review.
8. Describe how the proposing agency will financially support the cost of doing business until an invoice can be submitted and paid by CareerSource Okaloosa Walton. The proposer should note that reimbursements will not occur more frequently than 21 days after the submission of a correct monthly invoice/report.

If a proposer will be requesting one or more cash advances, the need must be clearly justified in the proposal. Granting of cash advances is at the total discretion of CareerSource Okaloosa Walton and should not be automatically assumed. Prior to granting any cash advance, a surety bond at two times the largest advance amount must be obtained and kept current throughout the length of the Grant Agreement. Proposers requesting consideration of one or more cash advances must include a statement acknowledging the surety bond requirement.

9. State the method of payment; either fixed-price or cost reimbursement, with a demonstrated performance basis. For fixed-price and cost reimbursement proposals, provide the proposed percentage of the total cost that will be withheld (minimum is 10%) until measurable performance outcomes are achieved and documented.

Describe the measurable performance outcomes to which the proposer will tie payment and propose the documentation that will be submitted to demonstrate attainment of the outcome. For example, three selected goals may be Entered Employment, Obtained Credential, and Wage at Placement. Two of the three goals must be met to earn the holdback.

For fixed-price proposals, provide the proposed measurable activities (pay points - maximum 90%) to which payment will be tied and the documentation that will be submitted to demonstrate attainment.

10. If funded, what percentage of the proposing agency's total budget will this Grant Agreement represent?
11. All proposals will be evaluated on the basis of cost-effectiveness in relation to high quality service delivery. To accomplish this, CareerSource Okaloosa Walton staff may conduct a preliminary analysis of proposed costs during the proposal review process. Proposers are therefore encouraged to submit their best offer for providing the program solicited in this RFP and to thoroughly describe and justify the proposed costs. This analysis will be conducted to ensure that the proposed costs are



necessary, fair, and reasonable; to determine if the proposed costs are allowable and allocable; to determine if there is no duplication of costs with other programs; to ensure that the costs are directly associated with carrying out only the proposed services; and to ensure that the proposed costs will benefit the CareerSource Okaloosa Walton one-stop system.

A final review will be conducted as part of the budget negotiation with the successful proposer prior to Grant Agreement execution.

**C. ORGANIZATIONAL EXPERIENCE, CAPABILITY AND SUPPORT [maximum 6 pages]**

Describe your organization's experience in providing the services required under this RFP, the organization's capabilities to deliver the required services, and the support that will be provided by the organization to ensure success.

1. Organizational Experience in Operating and Administering Youth Development Programs: *In preparing your response, please reference the two most similar projects previously or currently undertaken by your organization and the extent to which these projects achieved performance objectives. Using these two similar projects, in table format for each program:*

- a. Your organization's specific experience in managing and delivering WIA/WIOA service and past successes in managing and delivering these services in Florida for the past two (2) years. Please include the following in a table format:
  - 1) Funding Source
  - 2) Numbers of Youth Served
  - 3) Outcome Rates
  - 4) Cost Per Outcome
- b. Describe the program;
- c. Specify funding levels and provide a contact name and phone number of the funding agency;

Additionally, organizations that possess the demonstrated ability to perform successfully under the terms and conditions of a proposed Grant Agreement will have the best chance of being selected. Please briefly describe how your organization has:

- a. Adequate financial resources or the ability to obtain them to deliver the proposed services or repay any disallowed costs;
- b. The ability to meet the program design specifications at a reasonable cost, as well as the ability to meet performance goals;
- c. A satisfactory record of past performance in youth services, job training, basic skills training, or related activities, including demonstrated quality of training and successful outcome rates from past programs;
- d. The ability to provide services that can lead to the achievement of competency standards for customers with identified deficiencies;
- e. A satisfactory record of integrity, business ethics, and fiscal accountability;

- f. The necessary organizational experience, accounting and operational controls; and
  - g. The technical skills to perform the work.
2. Organizational Support to Ensure Success: *In preparing your response, please consider the resources that are critical to the success of your proposal. We are most interested in:*
- a. The specific resources that your organization will contribute; and
  - b. The priority this Grant Agreement has for your organization.

**D. STATEMENT OF WORK: [maximum 20 pages]**

1. Please describe how your program will:
- a. **Recruit a sufficient number of applicants.** The proposer will be responsible for recruitment of all participants and pre-assessment of basic skills. Referrals from other CareerSource Okaloosa Walton programs are acceptable. The final WIOA eligibility determination will be the responsibility of the proposer.
  - b. **Provide an objective assessment** of the academic levels, skill levels and service needs of each participant. This assessment shall include a review of basic skills, occupational skills, prior work experience, employability interests, aptitudes (including interest and aptitudes for non-traditional jobs), supportive service needs and developmental needs for each participant.
  - c. **Develop an Individual Service Strategy plan** for each participant that includes appropriate achievement objectives and appropriate services for the participant, taking into account the assessment conducted. The ISS must link directly to one or more performance measures. **The ISS must be updated as participant needs change.**
  - d. **Provide:**
    - ◆ Preparation for post-secondary educational opportunities, in appropriate cases
    - ◆ Preparation for unsubsidized employment opportunities, in appropriate cases
    - ◆ Effective connections with intermediaries who have strong links to the job market and to local and regional employers
    - ◆ Introductions to and regular contacts with the Armed Services.
  - e. **Provide comprehensive Financial Literacy training either through an off-the-shelf product or designed by the proposer. Insure that the training contains interactive components and is relevant the lives of 16-24 year olds.**
  - f. **Provide** employability skills and social soft skills as a part of the overall program
  - g. For youth involved with the criminal justice system, insure that law enforcement or probation officials are aware of the youth's program

involvement. Work with youth to insure fees and fines are paid timely.

- h. Establish a referral process for youth to area supports, i.e. Catholic Charities, Tri-County, Goodwill, and workforce training programs. Describe this effort.

2. Please describe how your program will ensure that the following occurs:

- a. Each participant or applicant that meets the eligibility criteria for the youth program must be provided with information about the full array of services available through CareerSource Okaloosa Walton and other community providers and partners.
- b. Each participant or applicant that meets the eligibility criteria for the youth program must receive referral to appropriate training and educational programs that have the capacity to serve their needs.

3. Referring to Section IV. B., list the WIOA program elements you propose to offer and give a brief description of the method to do so.

**E. STAFFING PLAN [maximum 2 pages]**

Describe your plan for staffing this Grant Agreement and include a statement that, if selected, your organization will ensure all staff assigned to the proposed program will be responsive to CareerSource Okaloosa Walton recommended or mandated training relevant to quality service delivery or performance improvement.

- 1. Please identify all positions by title, number of individuals per position, and specific responsibilities by program.

Example:

Job Title	No. of Positions	Responsibilities
Intake Specialist	2	Provide front line support in CareerSource Okaloosa Walton Career Center lobby/resource room. Conduct eligibility determination for appropriate programs.

CareerSource Okaloosa Walton is also interested in any assistance and expertise that will be made available by your organization to support these key individuals.

- 2. Describe any assistance and expertise that will be made available by your organization to support these key individuals.
- 3. List the number of employees and their planned caseloads. Explain your rationale for selecting the number of participants per career manager.
- 4. Please provide a statement that your organization will be responsive to CareerSource Okaloosa Walton's recommended or mandated training relevant to quality service delivery or performance improvement.
- 5. The successful proposer may be required to provide copies of key staff resumes prior to Grant Agreement execution. State that you understand this requirement.
- 6. Employees funded 100% under a CareerSource Okaloosa Walton Grant Agreement must spend 100% of their time on workforce programs and are required to keep

timesheets to document activity. All staff having customer contact (regardless of time assigned to the project) must undergo and pass a background investigation prior to hiring (See Attachment G - Certification Regarding Client Safety). Provide a statement that you understand and will abide by both of these requirements.

7. Describe the qualifications required of case managers.
8. Instructors teaching curriculum designed to allow earning academic credit must have the appropriate credentials. Please describe the credentials of any such instructors and provide a statement that you will adhere to this requirement.

**F. PERFORMANCE ACCOUNTABILITY [maximum 2 pages not including Required Form 3A]  
*Proposers must complete Required Form 3A for each county where WIOA services are being proposed.***

Of those youth who exit the WIOA program, the performance goal for exiting with a diploma or equivalency is 76%. To achieve this goal, youth must also exit with employment or into post-secondary training.

Of those youth who exit the WIOA program, the performance goal for exiting with a Positive Outcome is 76%. A Positive Outcome is defined as the participant entered any one of the following: post-secondary education, advanced training, employment, military service or qualified apprenticeship.

Provide a statement that you understand and are committed to achieving these WIOA performance levels, and how you will self-monitor progress to achieve the stated performance.

The successful proposer will be subject to performance measures and levels. Proposers are to propose measures and levels your organization believes fairly measure successful orientation programs. Please refer to Part I, Section F on page 2 for desired levels of performance.

Performance accountability includes maintaining regular contacts with system partners, engagement with CareerSource Okaloosa Walton, and proper records maintenance in the appropriate management information systems. Provide a description of how you will meet these expectations. Refer to the Performance Evaluation section of item 4, Quality Control for details.

**G. COORDINATION AND NON-DUPLICATION [maximum 1 page]**

Clearly describe how proposed project activities will be coordinated with and not duplicate services offered by any other organization. Be specific in your description of coordination including strategies to coordinate with the CareerSource Okaloosa Walton Career Center, military recruiters, and local school districts(s) serving the proposed county, particularly referral processes. Include in your description how you will notify the CareerSource Okaloosa Walton Career Center and affiliate offices of all job openings within your organization. Provide an assurance that this filing of your organization's job orders with the CareerSource Okaloosa Walton Career Center and affiliate offices will occur.

The coordination of outreach (marketing) and media relations is necessary to maintain a consistent and clear message to our market. In an effort to maintain a strong recognizable presence and to reduce duplication of effort, all media, marketing,

advertising, and public relations materials pertinent to contracts funded by CareerSource Okaloosa Walton must be approved by the CareerSource Okaloosa Walton Chief Operating Officer and/or Executive Director. The proposer is responsible for informing staff that any and all contact with the media must be approved by CareerSource Okaloosa Walton's Chief Operating Officer or Executive Director. Violation of this policy may result in the required termination of the offender. The successful proposer will be required to obtain staff signatures on a statement of understanding to this effect. Please state that you understand this and will comply with this requirement.

H. **AUTOMATION AND TECHNOLOGY** [maximum 1 page]

The successful proposer will be responsible for securing and maintaining the following. (Proposer Name) attests that:

1. Staff will have reliable access to the internet for the purposes of e-mail and data entry.
2. Staff will possess the basic skills needed to perform their duties, which may include proficiency in Microsoft Office Word, Excel and the ability to download forms, scanning and emailing documents as required.
3. Staff will check e-mail regularly throughout the day, and add auto notices to their e-mail account when out of the office.
4. Data entry by staff will be periodically checked by a supervisor for accuracy. The CareerSource Okaloosa Walton Regional Security Officer will be notified of any recurring problems so that appropriate corrective actions may be conducted through local or State IT staff.

I. **AVOIDING CONFLICT OF INTEREST** [maximum 1 page - required of all proposers who are current CareerSource Okaloosa Walton approved training vendors]

(Proposer Name) agrees that it will exercise care to avoid any real or perceived conflict of interest in referring clients to training services. (Proposer Name) 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 (Proposer Name).

J. **TRANSITION PLAN** [maximum 1 page - required of all proposers]

An "investment" will be required of any new agency selected; that investment being uncompensated time and effort in transitioning from the current provider (CareerSource Okaloosa Walton) to a newly selected agency, in order for services to begin with no interruptions on October 1, 2018. In preparing your response, consider the activities critical to a smooth transition. We are most interested in the investment you will make to promote an orderly transition and ensure that there is no disruption in services or negative impact on our customers. In table format:

1. Identify the scope of your investment; and
2. Detail the action steps, strategies and time lines with specific dates for transitioning the services requested under this RFP.

K. **QUALITY CONTROL** [maximum 2 pages]

Selected service providers must use a quality control process to detect and reduce fraud

and errors in data collection, eligibility determinations and service delivery, as well as the protection and maintenance of confidential information. Please discuss how this will be achieved. Also, please detail the following (refer to Part IV, Section C. (4) :

1. Program and Financial monitoring, including how internal monitoring activities are conducted and how often, data entry review, etc.;
2. Performance Evaluation - how performance and strengths and weaknesses of the program are tracked and how performance issues are resolved.
3. Tracking effectiveness - how survey and outcome data is used to improve program processes and/or quality of service.

**L. FILE MAINTENANCE/DOCUMENTATION/DATA ENTRY [maximum 2 pages]**

File maintenance, data entry and reporting are very important for the documentation of activities funded through workforce programs. Please detail the following:

1. Case Files - Please ensure the following:
  - a. That a case file will be maintained for every participant determined eligible and receiving services. The case file may be a combination of the electronic file and a hard copy file as appropriate.
  - b. Please state that all customer files, both hard copy and electronic will be kept up to date and that no more than 3% of the files have out of date or incorrect information when monitored by CareerSource Okaloosa Walton or its designee.
  - c. Please ensure that counseling notes will be documented within 48 hours of participant contact, and weekly at a minimum.
  - d. Also, please state that you understand that the files are the property of CareerSource Okaloosa Walton and must be turned over upon request.
2. Documentation - At a minimum, the case file shall include information and documentation of each of the following, as applicable. Please state that these items will be compiled in appropriate case files whenever required by program.
  - a. All eligibility and data validation items;
  - b. The initial and comprehensive assessments;
  - c. The Individual Service Strategy and its updates;
  - d. Progress reports;
  - e. Time and attendance;
  - f. Training completion certification;
  - g. Counseling notes;
  - h. Job placement information; and
  - i. Job retention verification.

3. Data Entry – The successful proposer will be responsible for applying for access to relevant management information systems through the CareerSource Okaloosa Walton’s Regional Security Officer (RSO) and notifying him when staff no longer requires access. The program operator is responsible for insuring internet access to staff for the purposes of case management (data entry) and communications (e-mail). Please ensure the timelines of data entry for all participant activity. For WIOA, the application must be entered within five (5) days of the date of application. Program exits must be entered within two days of the date of the client's exit. Please state that these conditions will be met.

# Required Form 1 COVER SHEET / ORGANIZATIONAL BACKGROUND

1. Name of Organization: \_\_\_\_\_
2. Contact Person: \_\_\_\_\_ e-mail: \_\_\_\_\_
3. Address: \_\_\_\_\_
4. Telephone Number: (\_\_\_\_) \_\_\_\_\_ 5. FEID Number: \_\_\_\_\_
6. DUNS Number: \_\_\_\_\_
7. The Proposer's organization operates as (check as applicable):  
 an individual,  a partnership,  a public agency (specify): \_\_\_\_\_  
 a corporation incorporated under the laws of the State of \_\_\_\_\_,  
 other (specify): \_\_\_\_\_
8. Check to indicate if your organization is:  community-based organization (CBO),  
 minority-owned enterprise,  female-owned enterprise
9. The proposer's organization operates on:  not-for-profit,  profit basis
10. The proposer certifies  without exception,  with exception, as explained on the attached, that:
  - a. it has no outstanding liens, claims, debts, judgments, or litigation pending against it, which would materially affect its programmatic or financial abilities to implement and carry out its proposed program;
  - b. it has not been required to comply with an official order of any agency of the State of Florida, or the United States Department of Labor to repay disallowed costs incurred during its conduct of projects or services;
  - c. it is current in its payment of applicable Federal, State, and local taxes;
  - d. it is free and clear of any disallowed audited costs;
  - e. its costs and pricing data submitted with this proposal are representative of only those reasonable, allowable, and allocable costs necessary for carrying out its proposed program;
  - f. it will comply with WIOA and its promulgated rules and regulations;
  - g. it is authorized to submit this proposal in accordance with the policies of its governing body; and
  - h. the attached certification for suspension or debarment has been signed by the organization's authorized person.

By my signature, I am empowered and can act on behalf of the proposing organization in submitting this proposal. I certify that the information contained herein is true and correct to the best of my knowledge, and that the offer contained herein is true and correct to the best of my knowledge, and that the offer contained herein is firm and valid for a period not to exceed 60 days from this proposal's date.

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Organization

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Name of Authorized Official

Signature

Date



## Required Form 2 BUDGET SUMMARY

Direct Services	Budget Request 10/1/2018-6/30/2020
Salaries/Per Hour (List each position on a separate line with hourly rate and initials of employee if known)	
<b>Total Salaries</b>	
Fringes:	
FICA and Medicare	
Unemployment	
Worker's Compensation	
Retirement	
Health Insurance	
Other:	
<b>Total Fringes</b>	
Supplies	
Rent/Lease	
Utilities	
Phone	
Postage	
Printing	
Travel – Staff	
Training: Work Experience	
Training: Non-Work Experience	
Supportive Services: Work Experience	
Supportive Services: Non-Work Experience	
Incentives: Work Experience Activities	
Incentives: Non-Work Experience	
Other: Specify each Item	
Indirect %	
<b>Total</b>	

**Required Form 2 - Continued  
PROPOSED BUDGET: Salary Detail**

Position/Job Title	Initials	Annual Salary	% Charged to this Proposal
Total			

## Required Form 3A

### WORKFORCE INNOVATION AND OPPORTUNITY ACT OUT-OF-SCHOOL YOUTH AGES 16-24 PRODUCTION AND PERFORMANCE SUMMARY

Instructions: Please identify the county proposed to be served. This form is to be used to express ENROLLED participation cumulatively; i.e., if 10 are enrolled by January 31st and another 10 by February 28th, the number entered into February's box would be 20.

*Education activities* are such things as tutoring, study skills, and diploma/GED attainment. *Work readiness activities* include program elements such as paid and unpaid work activities, Leadership Development Opportunities, Career Exploration and employability skills. *Occupational skills activities* encompass occupational skills training. (See Exhibit B for further information)

#### OKALOOSA AND WALTON COUNTIES

NUMBER ENROLLED PARTICIPANTS BY ACTIVITY												
ACTIVITY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
TOTAL ENROLLED (ALL ACTIVITIES)												
# ENROLLED IN EDUCATION ACTIVITIES												
# ENROLLED IN WORK READINESS ACTIVITIES												
# ENROLLED IN OCCUPATIONAL SKILLS ACTIVITIES												
# ENROLLED IN WORK EXPERIENCE												
# EXITED												
# POSITIVE OUTCOMES												
# NEGATIVE OUTCOMES												
# ATTAINED DIPLOMA/GED												
# OTHER OUTCOMES												
# ON BOARD												

## Exhibit A

### WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

#### Youth Performance Measures Definitions

All Grant Agreements entered into by CareerSource Okaloosa Walton for the delivery of workforce services are performance based.

For youth, as for most populations served under WIOA, most performance goals are measured in quarters after exit. However, performances available at exit or during service provide indicators of long-term performance.

- 1) Percentage of participants in education, training, or unsubsidized employment in the 2nd quarter after exit. INDICATOR: Exited for Employment or Training
- 2) Percentage of program participants in education, training, or employment in the 4<sup>th</sup> quarter after exit. INDICATOR: Same as 1) In future years, system follow-up information will be used for this measure.
- 3) Percentage of participants who obtain a high school diploma or equivalent AND have obtained/retained employment, or are in a training program within one year after exit. INDICATOR: Exited for employment/training with a diploma or equivalent.
- 4) Median earnings of participants in unsubsidized employment in the 2<sup>nd</sup> quarter after exit. INDICATOR: Wage at Placement
- 5) Percentage of participants who, during a program year, are in an education/training program which leads to a credential or employment who are achieving measureable skills gains. INDICATOR: Exited for employment or training
- 6) Effectiveness of program in serving employers. INDICATOR: Performance and Indicator to be defined.

### WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) (Excerpt)

#### CHAPTER 4—PERFORMANCE ACCOUNTABILITY

#### SEC. 116. PERFORMANCE ACCOUNTABILITY SYSTEM.

- (a) PURPOSE.—The purpose of this section is to establish performance accountability measures that apply across the core programs to assess the effectiveness of States and local areas (for core programs described in subtitle B) in achieving positive outcomes for individuals served by those programs.
- (b) STATE PERFORMANCE ACCOUNTABILITY MEASURES
  - (1) IN GENERAL. – For each State, the performance accountability measures for the core programs shall consist of

- (A) (i) the primary indicators of performance described in paragraph (2) (A); and
- (ii) the additional indicators of performance (if any) identified by the State under paragraph (2) (B); and
- (B) A State adjusted level of performance for each indicator described in subparagraph (A).

## (2) INDICATORS OF PERFORMANCE

### (A) PRIMARY INDICATORS OF PERFORMANCE.

- (i) IN GENERAL. – The State primary indicators of performance for activities provided under the adult and dislocated worker programs authorized under chapter 3 of subtitle B, the program of adult education and literacy activities authorized under title II, the employment services program authorized under sections 1 through 13 of the Wagner-Peyser Act (29 U.S.C. 49 et seq.) (except that subclauses (IV) and (V) shall not apply to such program), and the program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732, 741), shall consist of –
  - (I) the percentage of program participants who are in unsubsidized employment during the second quarter after exit from the program;
  - (II) the percentage of program participants who are in unsubsidized employment during the fourth quarter after exit from the program;
  - (III) the median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program;
  - (IV) the percentage of program participants who obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent (subject to clause (iii)), during participation in or within one year after exit from the program;
  - (V) the percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment; and
  - (VI) the indicators of effectiveness in serving employers established pursuant to clause (iv).
- (ii) PRIMARY INDICATORS FOR ELIGIBLE YOUTH. – The primary indicators of performance for the youth program authorized under chapter 2 of subtitle B shall consist of –
  - (I) the percentage of program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program;

- (II) the percentage of program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program; and
- (III) the primary indicators of performance described in subclauses (III) through (VI) of subparagraph (A) (i).

(iii) INDICATOR RELATING TO CREDENTIAL. - For purposes of clause (i) (IV), or clause (ii) (III) with respect to clause (i) (IV), program participants who obtain a secondary school diploma or its recognized equivalent shall be included in the percentage counted as meeting the criterion under such clause only if such participants, in addition to obtaining such diploma or its recognized equivalent, have obtained or retained employment or are in an education or training program leading to a recognized postsecondary credential within one year after exit from the program.

(iv) INDICATOR FOR SERVICES TO EMPLOYERS. - Prior to the commencement of the second full program year after the date of enactment of this Act, for purposes of clauses (i) (VI), or clause (ii) (III) with respect to clause (i) (IV), the Secretary of Labor and the Secretary of Education, after consultation with the representatives describe in paragraph (4) (B), shall jointly develop and establish, for purposes of this subparagraph, one or more primary indicators of performance that indicate the effectiveness of the core programs in serving employers.

## Exhibit B

### WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) (Excerpt)

#### CHAPTER 4—PERFORMANCE ACCOUNTABILITY

#### SEC. 129. USE OF FUNDS FOR YOUTH WORKFORCE INVESTMENT ACTIVITIES

##### (c) LOCAL ELEMENTS AND REQUIREMENTS. -

(1) PROGRAM DESIGN. – Funds allocated to a local area for eligible youth under section 128 (b) shall be used to carry out, for eligible youth, programs that –

(A) provide an objective assessment of the academic levels, skill levels, and service needs of each participant, which assessment shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs of such participant, for the purpose of identifying appropriate services and career pathways for participants, except that a new assessment of a participant is not required if the provider carrying out such a program determines it is appropriate to use a recent assessment of the participant conducted pursuant to another education or training program;

(B) develop service strategies for each participant that are directly linked to one or more of the indicators of performance described in section 116 (b) (2) (A) (ii), and that shall identify career pathways that include education and employment goals (including in appropriate circumstances, nontraditional employment), appropriate achievement objectives, and appropriate services for the participant taking into account the assessment conducted pursuant to subparagraph (A), except that a new service strategy for a participant is not required if the provider carrying out such a program determines it is appropriate to use a recent service strategy developed for the participant under another education or training program;

(C) provide –

- (i) activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential;
- (ii) preparation for postsecondary educational and training opportunities;
- (iii) strong linkages between academic instruction (based on State academic content and student academic achievement standards established under section 1111 of the Elementary and Secondary Education Act of 1965 (20

U.S.C. 6311)) and occupational education that lead to the attainment of recognized postsecondary credentials;

(iv) preparation for unsubsidized employment opportunities, in appropriate cases; and

(v) effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets; and

(D) at the discretion of the local board, implement a pay-for-performance Grant Agreement strategy for elements described in paragraph (2), for which the local board may reserve and use not more than 10 percent of the total funds allocated to the local area under section 128 (b).

(2) PROGRAM ELEMENTS. – In order to support the attainment of a secondary school diploma or its recognized equivalent, entry into postsecondary education, and career readiness for participants, the programs described in paragraph (1) shall provide elements consisting of –

(A) 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 of individuals with disabilities) or for a recognized postsecondary credential;

(B) alternative secondary school services, or dropout recovery services, as appropriate;

(C) paid and unpaid work experiences that have as a component academic and occupational education, which may include –

(i) summer employment opportunities and other employment opportunities available throughout the school year;

(ii) pre-apprenticeship programs;

(iii) internships and job shadowing, and

(iv) on-the-job training opportunities;

(D) occupational skill training, which may include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved, if the local board determines that the programs meet the quality criteria described in section 123;

(E) education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;



- (F) leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate;
- (G) supportive services;
- (H) adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;
- (I) follow-up services for not less than 12 months after the completion of participation, as appropriate;
- (J) comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;
- (K) financial literacy education;
- (L) entrepreneurial skills training;
- (M) 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; and
- (N) activities that help youth prepare for and transition to postsecondary education and training.

## Exhibit C

### 42 U.S. CODE §677 - JOHN H. CHAFEE FOSTER CARE PROGRAM FOR SUCCESSFUL TRANSITION TO ADULTHOOD (EXCERPT)

#### (a) Purpose

The purpose of this section is to provide States with flexible funding that will enable programs to be designed and conducted –

- (1) To identify children who are likely to remain in foster care until 18 years of age and to help these children make the transition to self-sufficiency by providing services such as assistance in obtaining a high school diploma, career exploration, vocational training, job placement and retention, training in daily living skills, training in budgeting and financial management skills, substance abuse prevention, and preventive health activities (including smoking avoidance, nutrition education, and pregnancy prevention);
- (2) To help children who are likely to remain in foster care until 18 years of age receive the education, training, and services necessary to obtain employment;
- (3) To help children who are likely to remain in foster care until 18 years of age prepare for and enter postsecondary training and education institutions;
- (4) To provide personal and emotional support to children aging out of foster care, through mentors and the promotion of interactions with dedicated adults;
- (5) To provide financial, housing, counseling, employment, education, and other appropriate support and services to former foster care recipients between 18 and 21 years of age to complement their own efforts to achieve self-sufficiency and to assure that program participants recognize and accept their personal responsibility for preparing for and then making the transition from adolescence to adulthood;
- (6) To make available vouchers for education and training, including postsecondary training and education, to youths who have aged out of foster care; and
- (7) To provide the services referred to in this subsection to children who, after attaining 16 years of age, have left foster care for kinship guardianship or adoption.

**ATTACHMENT A**  
**ADMINISTRATIVE AND FINANCIAL CAPABILITIES CHECKLIST**

Please respond to each statement or question by marking a YES or NO answer. Briefly explain any NO answer on another page or in the limited space provided.		YES	NO
1.	All positions with the proposing agency have up-to-date job descriptions		
2.	All employees meet the minimum qualifications specified in their job descriptions.		
3.	All W-4's and I-9's with appropriate documentation are on file.		
4.	Withholding and FICA deposits have been made in full on a timely basis.		
5.	Insurance and bonding policies are current, and all appropriate staff is covered.		
6.	The facilities of this agency and any training location are accessible to the disabled. Attach a completed ADA facility checklist.		
7.	The books of account are auditable.		
8.	Administrative and internal accounting controls are adequate to safeguard program assets.		
9.	The accounting system adequately accounts for program funds.		
10.	Financial reports fairly present accrued program expenditures by established cost categories.		
11.	Budgetary procedures are adequate to control expenditures.		
12.	The agency has a written accounting procedures manual that includes procedures for:		
	a. Coding of expenditures by:		
	(1) Grant Agreement year or program year		
	(2) funding source		
	(3) cost category, sub-category and activity if necessary		
	b. Bank reconciliations		
	c. Posting to books		
	d. Monthly close-out		
	e. Trial balancing		
	f. Development of accruals		
	g. Segregation of duties		
	h. Cost allocation		
	i. Budgetary control		
	j. Cash management		
	k. Cash receipt and disbursement		
	l. Payroll		
	m. Reconciliation of any petty cash fund		
13.	The procedures in the accounting manual are being followed.		
14.	Internal controls:		
	a. For cash receipts:		
	(1) cash is properly controlled and promptly deposited when received		
	(2) funds are deposited in a bank in interest bearing checking accounts and security by FDIC or other security		

	b. Checks are:		
	(1) pre-numbered		
	(2) adequately safeguarded		
	(3) properly mutilated when voided		
	(4) not allowed to be written for cash		
	(5) not allowed to be signed in advance		
	c. For cash disbursements:		
	(1) invoices are approved prior to payment		
	(2) documentation accompanies checks to be signed		
	(3) documentation is stamped to prevent reuse		
	(4) control over signature machine is adequate		
	(5) disbursements are made only by check		
	d. For bank reconciliations:		
	(1) they are performed on time		
	(2) they are performed by someone who does not perform cash functions		
	(3) unusual items are investigated promptly		
	e. For payroll		
	(1) timesheets are used and signed by both the employee and supervisor		
	(2) payrolls are approved by management for accuracy and existence of bonafide employees		
	(3) preparation and check distribution functions are segregated		
	(4) leave time is properly controlled		
	f. For purchases:		
	(1) purchase orders are pre-numbered and controlled		
	(2) receiving reports are prepared and compared to P.O. and invoice		
	(3) returned purchases are controlled		
	(4) payments are made within discount periods		
15.	The agency's budget has no areas for potential cost overruns.		
16.	The agency is not trying to make up for a shortfall in another program by using the funds from this program.		

I hereby certify that I have completed this Administrative and Financial Capabilities Checklist accurately and to the best of my knowledge. I, the financial officer, or C.E.O. of the proposing agency, accepts responsibility for providing financial services adequate to ensure the establishment and maintenance of an accounting system with internal controls adequate to safeguard program funds.

---

**Organization**

---

**Name of Authorized Official**

**Signature**

**Date**

## ATTACHMENT B

### PROPOSER CONFLICT OF INTEREST STATEMENT/CERTIFICATION

The Proposer must execute either Section 1 or Section 2 hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this proposal. As referenced herein, the Board refers to the **Okaloosa-Walton Jobs and Education Partnership, Inc.**, d/b/a CareerSource Okaloosa Walton.

#### SECTION 1

I hereby certify that no official or employee of the Board, or any Board member, or any immediate family member of a Board employee or Board member has a material financial interest in this firm.

Signature: \_\_\_\_\_

Name of Authorized Official (Type or Print): \_\_\_\_\_

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

#### SECTION 2

I hereby certify that the following named Board official(s), employee(s), Board member(s), or immediate family member of a Board employee or board member has a material financial interest(s) [in excess of 5%] in this firm and has filed the appropriate Conflict of Interest statements with the Board prior to the review and discussion of this proposal.

Name \_\_\_\_\_ Title or Position \_\_\_\_\_

Date of Filing: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Authorized Official (Type or Print): \_\_\_\_\_

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

## ATTACHMENT C

### CERTIFICATIONS AND ASSURANCES

CareerSource Okaloosa Walton will not award federal workforce funds where the contractor has failed to complete the CERTIFICATIONS AND ASSURANCES contained in this attachment. In performing its responsibilities under the Grantee-Sub grantee Agreement, the contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR, Part 98 and 45 CFR Part 74)
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
- C. Drug Free Workplace Certification (29 CFR Part 98 and 45 CFR Part 82)
- D. Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
- E. Certification Regarding Environmental Tobacco-Smoke (42 U.S.C. 7181 thru 7184)
- F. Certification Regarding Public Entity Crimes, section 287.133, F.S.
- G. Association of Community Organizations for Reform Now (ACORN) Funding Restriction Assurance (Pub. L 111-117)
- H. Certification Regarding Scrutinized Companies Lists section 287.135, F.S.

#### A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a Federal department or agency.
2. Have not within a three-year period preceding this Grant Agreement been convicted 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 Grant Agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.2 of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If Contractor is unable to certify to any of the statements in this certification, they shall attach an explanation.

#### B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor 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 contract, 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 contract, 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 contract, 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 contracts, sub grants and contracts under grants, 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.

**C. DRUG FREE WORKPLACE CERTIFICATION (29 CFR Part 98 and 45 CFR Part 82)**

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR Part 94, the undersigned Contractor attests and certifies that it will provide a drug-free workplace 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 CareerSource Okaloosa Walton in writing ten (10) calendar days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4. b., with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
  - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

**D. NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE**

As a condition to the award of financial assistance from the Department of Labor under Title 1 of the WIA/WIOA, the Contractor assures that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I B financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45, CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed



by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

5. Title IX of the Education Amendments of 1972 (Pub. L.92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L.101-336) prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

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

**E. 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 contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of Federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

**F. CERTIFICATION REGARDING PUBLIC CRIMES, SECTION 287.133, F.S.**

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, no placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform CareerSource Okaloosa Walton immediately upon any change of circumstances regarding this status.

**G. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117)**

CareerSource Okaloosa Walton RFP: WIOA Out-of-School Youth Ages 16-24 – June 2018

As a condition of the Grant Agreement, Contractor assures that it will comply fully with the Federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 1010, Division E, Section 511 (Pub. L.111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L.111-242) provides that appropriations made under Pub. L.111-117 are available under the conditions provided by P. Law 111-117. Note: As of June 20, 2011, this matter is in litigation in the District Court for the Eastern District of New York.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

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

If Grant Agreement is in the amount of \$1 million or more, in accordance with the requirements of Section 287.135, Florida Statue Contractor 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.

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

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

**By signing below, Contractor certifies the representations outlined in parts A through H above are true and correct.**

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Chief Official

\_\_\_\_\_  
Company or Organization Name

## **ATTACHMENT D**

Please provide the proposing agency's most recent complete CPA certified audit or review, including all management letters or financial statements (if the proposer is a private for-profit agency and they do not have a recent audit) marked as ATTACHMENT D.

## **ATTACHMENT E**

Provide Letters of Support for the proposing agency as ATTACHMENT E.

## **ATTACHMENT F**

Please provide proposing agency organizational chart showing:

- (1) the proposed program's relationship to the overall agency's operations;
- (2) each position on the organizational chart with an indication of whether the position is paid or volunteer;
- (3) the proposed staffing.

Please include a statement committing to provide resumes of key staff that will be involved if awarded a Grant Agreement.

## **ATTACHMENT G**

Please provide a copy of the proposing agency's Board of Directors list including other affiliations.

## **ATTACHMENT H**

Evidence of the proposer's compliance with Federal Equal Employment Opportunity obligations as set forth in Title 41 CFR and in Executive Order 11246, as amended. The proposer must also submit evidence of their compliance with Federal Affirmative Action obligations as set forth in 41 CFR 60-1. Submitting the most current EEO-1 form can provide this evidence and the EEO-1 forms from the two preceding years. If the proposer has not submitted EEO-1 forms, the proposer may find forms and instructions at the EEO website <http://www.eeoc.gov/>.

The following ATTACHMENTS (I-N) are for information only, but will be required should a Grant Agreement result from your proposal.

ATTACHMENT I  
INSURANCE CERTIFICATION

Each contractor must carry the following types of insurance coverage: bond, liability, automotive, and worker's compensation. Provide a statement to the extent that this coverage is in place or that it will be obtained prior to the implementation of the proposed activities.

ATTACHMENT J  
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 CareerSource Okaloosa Walton 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

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: \_\_\_\_\_  
(Authorized Person)

\_\_\_\_\_ 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 \_\_\_ day of \_\_\_\_\_ 2018

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT K  
CERTIFICATION REGARDING BREACH OF ETHICAL STANDARDS**

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 Grant Agreement, 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 Okaloosa Walton.

This Breach of Ethical Standards Certification is a material representation of action upon which reliance can be placed when this Grant Agreement is entered into.

\_\_\_\_\_  
Service Provider

\_\_\_\_\_  
Name/Title of Certifying Representative

\_\_\_\_\_  
Signature of Certifying Representative

\_\_\_\_\_  
Date

**ATTACHMENT L  
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 Grant Agreement; 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 by the Contractor.

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT M  
ASSURANCE OF PELL GRANT COORDINATION**

(Service Provider Name) assures that all participants enrolled in 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.

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT N ASSURANCES

As a condition of the receipt of Federal and State funds under the Personal Responsibility Act (Public Law 104-193), Workforce Innovation and Opportunity Act (WIOA) (Public Law 113-128) and the Workforce Innovation Act of 2000 rules and regulations, hereby identified as Board programs, the Service Provider agrees to submit a plan for the delivery of Out of School Youth services and operations under the WIOA and Welfare Transition programs, and agrees to operate the programs in accordance with Federal, State and local requirements, the CareerSource Okaloosa Walton Workforce Plan Modification Program Year 2018-2020, the Department of Economic Opportunity's Temporary Assistance for Needy Families (TANF) Summer Youth Employment Program (SYEP) Guide and all other laws as applicable.

### THE SERVICE PROVIDER ASSURES THAT:

1. The Service Provider will substitute stand-in costs for any unauthorized expenditures deemed as disallowances in the operation of the program, and for any disallowed costs incurred as a result of the service provider expending funds not authorized under this Agreement or in violation of the appropriate Federal or State statutes, regulations or guidelines. In order for stand-in costs to be substituted for disallowed expenditures, the service provider must submit a stand-in cost report for the quarter that the disallowance was incurred. The application of stand-in cost will occur at the audit resolution stage, and will not exceed recorded and approved stand-in costs. Any funds requested for reimbursement by the service provider that are determined by the Board, the Governor, Department of Economic Opportunity, CareerSource Florida., and/or United States Department of Labor to be in violation of appropriate Federal and State Statutes, regulations or guidelines shall be refunded and repaid to the Board by the Service Provider with non-federal funds. Should the Service Provider question the Board's determination of a disallowance, the Department of Economic Opportunity may be contacted for a final opinion regarding the appropriateness of the expenditure(s) in question. If this Agreement or Amendments thereto are still in effect, CareerSource Okaloosa Walton shall withhold these monies from any allowable reimbursement request of the Service Provider.
2. The Service Provider agrees to promptly repay CareerSource Okaloosa Walton any amount previously paid to the Service Provider by CareerSource Okaloosa Walton, which is determined by final audit to be an unallowable cost or expenditure. The Service Provider shall repay CareerSource Okaloosa Walton 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. CareerSource Okaloosa Walton 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 Okaloosa Walton 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 CareerSource Okaloosa Walton. CareerSource Okaloosa Walton may act in its own best interest including, but not limited to:
  - a. Requiring a written report of corrective action within specific time frames;

- b. Withholding payment;
- c. Disallowing inappropriate claims, payments, or costs;
- d. De-obligating Grant Agreement funds; or
- e. Terminating or suspending this Grant Agreement.

If CareerSource Okaloosa Walton determines that the program described in this Grant Agreement is not functioning as intended, they 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.

The Service Provider shall be liable for prosecution under the criminal provision of the 18 U.S.C. 665 for theft or embezzlement of Department of Economic Opportunity funds.

4. The Department of Economic Opportunity requires that the CareerSource Okaloosa Walton's monitoring plan include fiscal monitoring of all service providers. A part of that fiscal monitoring takes place on a monthly basis when the Program Coordinator/Monitor verifies that invoices submitted for reimbursement contain the last four digits of the social security numbers and names of individuals that are enrolled into the workforce system programs. CareerSource Okaloosa Walton's Fiscal Department also 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 10<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 Okaloosa Walton 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 twelve (12) days after the Grant Agreement end date. After this deadline, no reimbursement can be made for prior year's expenses from prior year's funds.

The failure of CareerSource Okaloosa Walton 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 CareerSource Okaloosa Walton to thereafter enforce each and every provision therein.

5. 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.



6. The Service Provider shall implement administrative controls to identify participant training costs that are supported by other federal (DOL, Pell Grants, VA, etc.) state or local programs to ensure that costs are not being duplicated. Coordination and sharing of costs is strongly recommended.
7. In accordance with Florida Statutes, 50% of adult and dislocated worker funds must be expended for ITAs. Please refer to PDI WDCP 00-002 and PDI WDCP 00-002a for guidelines on allowable costs that may be considered as a part of the 50% funds.
8. Service provider expenditures will be reviewed after the second quarter of the program year. If Grant Agreement funds are not 35% expended, funds may be de-obligated.
9. The Service Provider shall indemnify, hold harmless, and defend CareerSource Okaloosa Walton, 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 CareerSource Okaloosa Walton 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 CareerSource Okaloosa Walton 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 CareerSource Okaloosa Walton.

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 CareerSource Okaloosa Walton as stated above shall extend only to the limits, if any, permitted by Florida law, and shall be subject to the monetary limitations established by section 768.28, Florida Statutes.

The Service Provider understands that CareerSource Okaloosa Walton 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 CareerSource Okaloosa Walton for the operation of the CareerSource Okaloosa Walton Career Center. CareerSource Okaloosa Walton as the leaseholder is required to maintain a general liability policy of 1.5 million dollars per occurrence and insures the contents of the site up to one million dollars. CareerSource Okaloosa Walton assumes liability as outlined in the policy on file at the CareerSource Okaloosa Walton's Administrative offices at 109 8<sup>th</sup> Avenue, Shalimar, Florida 32579.

10. CareerSource Okaloosa Walton 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 Okaloosa Walton's negligent act or omission in the course of the operation of this Grant Agreement.

11. 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).
12. 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 Okaloosa Walton Executive Director prior to making purchases of outreach/informational/ promotional items.
13. The Service Provider assures that it will comply with the requirements of workforce system programs and with regulations and policies promulgated hereunder. 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 Okaloosa Walton. 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 CareerSource Okaloosa Walton shall present in writing, shall be sufficient basis for termination by CareerSource Okaloosa Walton. The Service Provider assures that it will comply with CareerSource Okaloosa Walton procedural instructions and policies.
14. The Service Provider assures that clarification will be sought from CareerSource Okaloosa Walton on any policy, law, rule, regulation and/or directive that is not clearly understood prior to adopting any practice or procedure to which CareerSource Okaloosa Walton shall supply clarification. The Service Provider understands that CareerSource Okaloosa Walton will give the Service Provider thirty (30) days to take corrective action should it be determined that there is a violation of the WIOA and/or Workforce Innovation Act. If the Service Provider does not take corrective action, funding will be withheld or revoked.
15. 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.

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 CareerSource Okaloosa Walton'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 CareerSource Okaloosa Walton 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

16. It is understood and agreed by the parties hereto that this is a cost reimbursement Grant Agreement, which requires a minimum level of performance for full payment. Failure to meet the minimum level of performance as outlined in the Statement of Work or to provide the training as specified may result in payments being withheld or repayment by the Service Provider of all or a portion of the funds paid for such training or activities.
17. This Agreement may not be modified, amended, canceled, extended or assigned orally without the express written consent of the CareerSource Okaloosa Walton Board of Directors or the Executive Director. All modifications, amendments, cancellations, extensions and/or assignments must be reduced to writing and incorporated into an amendment hereto.
18. The Service Provider who is a public or private non-profit 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 CareerSource Okaloosa Walton within thirty-(30) days of the expiration date of the Grant Agreement.
19. Pursuant to FS 119, 257, and State of Florida General Records Schedule GS1-SL, records related to contracts with CareerSource Okaloosa Walton 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. CareerSource Okaloosa Walton maintains space for record retention in the electronic document management system. However, if the need exist, the transport of the records is the responsibility of the provider.
20. Service Provider agrees to participate in all inventory processes for items purchased with funds awarded by CareerSource Okaloosa Walton. CareerSource Okaloosa Walton will tag and log into a database all inventory over \$750.00 that is purchased with funds awarded by CareerSource Okaloosa Walton. 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 CareerSource Okaloosa Walton. 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 CareerSource Okaloosa Walton. 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 Okaloosa Walton. The transporting, removal, and/or disposal of any equipment, supplies and/or inventory are the responsibility of the service provider with direction from CareerSource Okaloosa Walton.
21. The Service Provider will comply with the uniform fiscal and administrative requirements of the Federal Office of Management and Budget Uniform Guidance as codified at 2 CFR (Code of Federal Regulations) 200.
22. 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 2 CFR 200 and a copy of the audit furnished to CareerSource Okaloosa Walton along with a statement explaining the effect that any findings have on workforce system program funds. The Service Provider will follow the allowable cost/cost principles of the Federal Uniform Guidance 2 CFR 200. 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.

23. Per DEO, Division Policy AWI FG-05-019, Service Providers are required to immediately notify CareerSource Okaloosa Walton if they are going out of business or unilaterally terminate the Grant Agreement and a custodian of the records must be appointed. CareerSource Okaloosa Walton'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.
24. 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. CareerSource Okaloosa Walton 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.
25. CareerSource Okaloosa Walton, 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.
26. 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 CareerSource Okaloosa Walton. The Service Provider understands that any Grant Agreement 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.
27. 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 Okaloosa Walton to the Service Provider. 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.
28. 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 Grant Agreement 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 Grant Agreement, 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. The Service Provider assures that it will comply with 29 CFR 95.42. 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 Okaloosa Walton. This Breach of Ethical Standards Certification is a material representation of action upon which reliance can be placed when this Grant Agreement is entered into.

29. 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 CareerSource Okaloosa Walton 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.
30. The Service Provider understands that monthly payments to finance this Grant Agreement are for CareerSource Okaloosa Walton Out of School Youth program/operations, training activities, unsubsidized and subsidized job placements, and/or youth services as specified and outlined in the Grant Agreement statement of work and program summary. Performance measures for programs will be provided annually to the service provider. Failure to attain those levels of performance may result in funds being withheld until the appropriate level is attained. Continued failure to attain performance measures may result in Grant Agreement termination. The service providers' performance will be compared to planned quarterly benchmarks specified in the Grant Agreement. Failure to achieve 80% of planned enrollments/placements may result in funds being withheld until the Service Provider is at that level of performance. Under WIOA, if 80% of planned job placements are not met, the Service Provider may be required to repay funds. The cost per placement (total contract dollars divided by total placements) will be the method of calculating the pay back for each placement below 80% of the planned placements. Under the Youth program, service providers' performance will be based on meeting enrollments and performance measures as stated in their Grant Agreement's statement of work. Failure to provide the training as specified will result in repayment of all or a portion of the funds paid for such training. The Service Provider understands that they may incur financial loss if these benchmarks are not met.

The Service Provider understands that this is a performance-based Grant Agreement. 10% of funds may be held back until measurable performance outcomes are achieved and documented. Ideally these performance measures will be met individually; however, CareerSource Okaloosa Walton is willing to reward exceeding one goal to count as achieving the performance on two goals.

31. 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 CareerSource Okaloosa Walton 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.
32. The Service Provider understands that evaluations and participant progress will be documented in a timely manner in the participant's file. This documentation shall consist of grade reports at the end of

each training period (if applicable) and thorough case notes, made not less than monthly, which provide a descriptive narrative of services provided and the participant's circumstances.

33. 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.
34. 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 Supplemental Nutrition Assistance Program (SNAP) and WIOA, 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.
35. 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 streamline the tracking of the participant's financial needs and use of funds when HEA, Title IV programs are involved, Grant Agreements and agreements with educational institutions shall require the educational institution's financial aid officer to inform the Region's Sub-state Grantee of the amounts and disposition of any HEA, Title IV awards and other types of financial aid to each workforce system program participant awarded after the enrollment of the participant, as part of a continuing, regular information sharing process (Section 1419(b)).
36. The Contractor 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 Grant Agreement (as applicable). If contracted, the Service Provider agrees to comply with Federal patent rights.
37. 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 Okaloosa Walton 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).
38. The Service Provider understands that CareerSource Okaloosa Walton 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.
39. 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 (Grant Agreements, Subgrant Agreements, and sub-grants of amounts in excess of \$100,000).

40. 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.
41. 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).
42. 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.
43. To the extent that State and local resources otherwise permit, the Service Provider will provide services to all non-exempt recipients of Welfare Transition for at least the Federal allowable number of required hours. All Welfare Transition participants will be encouraged, assisted and required to fulfill their responsibilities to support their children by preparing for, accepting and retaining such employment, as they are capable of performing. Federal funds provided through the Temporary Assistance for Needy Families Block Grant will not be used to provide medical services unless required in conjunction with a training program (this does not include pre-pregnancy family planning services). The Service Provider shall be responsible for compliance with the policy direction established by CareerSource Florida. and adopted by CareerSource Okaloosa Walton.
44. Individuals shall not be discriminated against on the basis of race, color, sex, national origin, religion, age or disability in assignment to training and education developed under workforce system programs. Participants in programs receiving federal financial assistance under Title I of WIOA are also protected from discrimination on the basis of political affiliation or belief, as well as citizenship or status as a program participant.

As a condition to the award of financial assistance under workforce system programs, the Service Provider assures, with respect to operation of workforce system funded programs or activities, and all agreements or arrangements to carry out the workforce system funded programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to 29 CFR part 37. The United States has the right to seek judicial enforcement of this assurance.

The Service Provider assures that it will comply with 29 CFR Section 37.42 and shall make efforts to provide equitable services among substantial segments of the population eligible for participation. Such efforts shall include but not be limited to outreach efforts to broaden the composition of the pool

of those considered for participation, to include members of all genders, the various race/ethnicity and age groups, and individuals with disabilities.

The Service Provider assures that it will comply with 29 CFR Section 37.29, dissemination of 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 affiliate 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 participants' and/or employees' rights under nondiscrimination and equal opportunity provisions, including the right to file a complaint of discrimination with the recipient, the Department of Economic Opportunity's Office for Civil Rights, or the Civil Rights Center, U.S. Department of Labor.

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

- \* Records on applicants, eligible applicants, participants, and terminees, as well as on applicants for employment and employees;
- \* By race, ethnicity, gender, age and, "where known", disability status.

45. The Service Provider will adhere to and comply with the CareerSource Okaloosa Walton Complaint and Grievance Procedures, which have been approved by the Department of Economic Opportunity's Office of Civil Rights.
46. The Service Provider assures that if the contractor or employee of the contractor who is directly involved in activities funded under this grant agreement 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 Okaloosa Walton. 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 Okaloosa Walton. The written grievance should be sent to CareerSource Okaloosa Walton, 109 8<sup>th</sup> Avenue, Shalimar, Florida 32579 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.
47. In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditures on or after June 15, 2006, shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Uniform Guidance 2 CFR 200.

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Name and Title

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Date

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Signature of Chief Official