


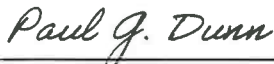
FIRST AMENDMENT AND RENEWAL  
of the  
SUBAWARD AGREEMENT BETWEEN WORKNET PINELLAS, INC. dba  
CAREERSOURCE PINELLAS  
and  
THE KAISER GROUP (DE), LLC

**This First Amendment to the Subaward Agreement** (“Amendment”) is entered into as of June 30, 2023, between **Worknet Pinellas, Inc. dba CareerSource Pinellas**, a Florida not-for-profit corporation (“CareerSource Pinellas”) and The Kaiser Group (DE), LLC dba Dynamic Workforce Solutions, a Delaware Limited Liability Company authorized to do business in Florida, (“Subrecipient”) and amends the Subaward Agreement (the “Agreement”) between CareerSource Pinellas and Subrecipient dated July 1, 2022.

**Now, therefore**, in consideration of the mutual covenants contained herein, the parties agree that:

1. The Term of the Agreement is hereby extended for one year, through June 30, 2024 (the “First Renewal Term”).
2. The compensation to be paid by CareerSource Pinellas to Subrecipient for the First Renewal Term will not exceed \$52,000.00, as outlined in **Attachment A** – the 2023-2024 Budget.
3. Exhibit A to the Agreement “Statement of Work” is hereby replaced in its entirety as set forth in **Attachment B** to this Amendment.
4. Exhibit B to of the Agreement “Subaward Data” is hereby replaced in its entirety as set forth in **Attachment C** to this Amendment.
5. All other terms and conditions of the Agreement remain in full force and effect.

Duly-authorized representatives of the parties are executing this Amendment effective on the date first set forth above.

<p><b>WorkNet Pinellas, Inc. dba CareerSource Pinellas</b></p> <p>By:  Steven Meier Chief Executive Officer</p>	<p><b>The Kaiser Group (DE), LLC</b></p> <p>By:  Paul G. Dunn Chief Executive Officer</p>
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**Attachment A  
2023-2024 Budget**

<b>Dynamic Workforce Solutions-CS Pinellas PY 23-24 Budget</b>			
<b>Budget Line Item</b>			
<b>Revenue</b>	<b>Salary/Amount</b>	<b>FTE/Months</b>	<b>Total</b>
<b>Admin &amp; Management Payroll (salaries and add fringe)</b>	\$ 103,000	0.17	\$ 17,510
	\$ 94,500	0.01	\$ 945
	\$23.75 per hour X 11 hours per week, 52 weeks	1.00	\$ 13,585
			\$ 5,023
<b>Other CoSR (Supplies, Paylocity, MS Office)</b>	\$ 76	12	\$ 908
<b>Other Staff Costs (Travel)</b>	\$ 500	6	\$ 3,000
<b>Communications &amp; Licensin</b>	\$ 33	12	\$ 392
<b>Total Direct Costs</b>			\$ 41,364
<b>Admin Costs</b>		8.5%	\$ 3,515.91
<b>Total Costs</b>			<b>\$ 44,880</b>
<b>Agreed Upon Profit</b>		10.0%	\$ 4,136
<b>Subcontractor Costs (DWI)</b>	\$ 2,740.00	1.0	\$ 2,740.00
<b>Staff Development</b>	\$ 200.00	1.22	\$ 244.00
<b>Total Contract Value</b>			<b>\$ 52,000</b>

**Attachment B**  
**Revised Exhibit A: Statement Of Work**

**EXHIBIT A: STATEMENT OF WORK**

**Overview.** The Service Provider shall provide the services required of a One-Stop Operator as defined in the USDOL final regulations; the USDOL's Training and Employment Guidance Letter (TEGL) 15-16, Competitive Selection of Service Providers, issued on March 2, 2022; and this statement of work.

For purposes of this Statement of Work, CareerSource Pinellas defines the basic role of a Service Provider as an entity that will coordinate the service delivery of participating one-stop partners and Service Providers within the Career Centers of CareerSource Pinellas.

**Description of Specific Services to be provided.** The following services shall be provided by the Service Provider. At a minimum, quarterly updates must be provided to the CareerSource Pinellas management team on each of these services.

1. **Maintain Linkages.** The Service Provider shall coordinate the establishment and assisting in maintenance of linkages between all mandatory one-stop partners designated by the CEO of CareerSource Pinellas. At a minimum, this requires the Service Provider to
  - a. Understand who is designated and defined as a partner by the CareerSource Pinellas CEO.
  - b. Gather each designated partners' contact information and a description of services provided that supports the one-stop system.
  - c. Identify how each partner wishes to receive referrals from other designated partners.
  - d. Maintain the contact information, services provided descriptive information and referral preferences in an up-to-date format.
  - e. Clearly describe each partner's role and responsibilities in the one-stop delivery system.
  - f. Share, following review and approval by CareerSource Pinellas, up-to-date contact information, services provided descriptive information, referral preferences and each partner's role and responsibilities with all designated partners and CareerSource at least quarterly and more frequently if changes are noted.
  - g. Maintain an on-line portal that will allow the partners to easily post and access forms, processes, performance tracking, etc.
  
2. **Coordinate quarterly meetings.** The Service Provider shall schedule and coordinate

quarterly meetings with all designated partners and CareerSource Pinellas. These meetings are intended to

- a. Discuss and deliberate as a whole with no standing subcommittees.
- b. Find ways to reach agreement and stay focused on common goals in spite of differing philosophy, focus, mission, and perceptions, which may sometimes come into conflict with one another.
- c. Develop a common language among the designated one-stop partners and CareerSource Pinellas, as it is recognized that each has its own terminology, jargon, and acronyms.
- d. Create strong feedback loops within the partners and CareerSource Pinellas so successes and issues are brought to light immediately and celebrated or resolved.
- e. Discuss how to improve and maintain an effective and successful one-stop delivery system.
- f. Identify any misunderstandings, unreasonable expectations, myths, previous problems, current conflicts or other issues to be reported to the CareerSource Pinellas CEO.
- g. Discuss ways to ensure performance is tracked in accordance with the goals established by the USDOL, the State of Florida and the CareerSource Pinellas Board of Directors through submission to the CareerSource Pinellas CEO.
- h. Discuss opportunities as a group for performance improvement and collect data from each partner on challenges/roadblocks, successes and outcomes achieved.

3. **Memoranda of Understanding.** The Service Provider shall assist CareerSource Pinellas in the identification of appropriate clauses for each Memorandum of Understanding (MOU) with all designated One-Stop partners as it relates to sharing of information, reporting of performance and tracking of customers. The Service Provider will ensure that all required partners execute an MOU at least every four years and other community-based partners execute an MOA. The Service Provider will establish an MOU database to easily track organizational involvement and expiration dates of the MOU. Monthly MOU reports will be generated and provided to CareerSource Pinellas. The database will be shared and accessible to CareerSource Center management staff.
4. **Universal Design.** The Service Provider shall assist CareerSource Pinellas to facilitate and encourage designated One-Stop partners to use the principles of universal design in their operations to ensure customer access. Universal design is defined as a seamless, customer- focused one-stop delivery system that integrates service delivery across all programs and enhances access to the programs' services. CareerSource Pinellas promotes accessibility for all job seekers to our career centers and program services and is fully compliant with accessibility requirements for individuals with disabilities within our centers. This includes, but is not limited to, ensuring assistive technology and materials are in place.
5. **Barriers to Employment.** The Service Provider shall assist CareerSource Pinellas

with identifying practices that encourage the designated One-Stop partners to provide services to individuals with barriers to employment, including individuals with disabilities, who may require longer-term services, such as intensive employment, training, and education services.

6. **Strategic Plan.** The Service Provider shall assist CareerSource Pinellas in creating a strategic plan to integrate the intake, case management, and reporting of the One-Stop partners.
7. **Customer Satisfaction Initiatives.** The Service Provider shall manage, track and oversee CareerSource Pinellas' Customer Satisfaction initiatives through Survey Monkey. Utilizing CareerSource Pinellas' current job seeker survey initiatives, which include Customer Service/Resource Room, Employability Skills and WTP Lab, the Service Provider will track weekly performance data by category and center. Monthly Customer Satisfaction Reports will be generated that identify overall levels of success summary details and comprehensive reports as well. Reports will be provided on an agreed upon schedule. Customer comments will be tracked to identify positive, negative and neutral comments. The Service Provider will be responsible for reviewing customer comments, identifying trend data and making continuous improvement recommendations to the CareerSource Pinellas management team.
8. **Timeline.** The Service Provider shall provide CareerSource Pinellas with a timeline for the initial term of One-Stop Operator activities and for each annual extension within 30 days of start for each respective term or any subsequent amendment. Prior approval will be sought and obtained where amendment is sufficient in scope or content.
9. **Customer Service Training.** The Service Provider shall conduct Customer Service training for CareerSource Pinellas staff in order to provide staff with the skills and tips to effectively deliver a high level of quality customer service. This customer service training will consist of customer service training, designed to ensure that all CareerSource Pinellas staff provide a high level of service to every customer, regardless of program or funding stream.
  - a. Extreme Customer Service Training will consist of an online course, study guide and final test. This training would be administered to staff on an annual basis.
  - b. Live Customer Service Training will be delivered to a small group of management staff and would encompass the concepts of concierge customer service and provide managers with tools and skills to continue to reinforce the training learned in the Extreme Customer Service online course.

**One-Stop Operator** may not perform the following functions:

- Convene system stakeholders to assist in the development of the local plan.
- Prepare and submit local plans (as required under sec. 107 of WIOA).
- Be responsible for oversight of itself.
- Manage or significantly participate in the competitive selection process for one-stop operators.
- Select or terminate one-stop operators, career service providers, and youth providers.
- Negotiate local performance accountability measures.
- Develop and submit budget for activities of the Local WDB in the local area.

**Attachment C**  
**Revised Exhibit B: Subaward Data**

Subrecipient Name	The Kaiser Group (DE), LLC d/b/a Dynamic Workforce Solutions
Subrecipient Unique Entity Identifier:	05-083-4357
Federal Award Identification Number (FAIN)	WIOA Formula 2022–2024: AA-38523-22-55-A-12 RESEA 2022: UI-37975-22-60-A-12 SNAP 2022: 235-FL-412-Q7503 TANF 2022: G-2301-FL-TANF Wagner Peyser 2022: ES-38724-21-55-A-12
Federal Award Date of Award to the Recipient by the Federal Agency	PY 2023/FY 2024
Subaward Period of Performance Start Date:	July 1, 2023
Subaward Period of Performance End Date:	June 30, 2024
Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$52,000
Name of Federal Awarding Agency	U.S. Department of Labor U.S. Department of Health and Human Services U.S Department of Agriculture
Name of Pass-Through Entity	Florida Department of Economic Opportunity
Contact Information for CareerSource Pinellas Authorizing Official	Steven Meier, Chief Executive Officer 13805 58 <sup>th</sup> Street N. Suite 2-140 Clearwater, FL 33760 <a href="mailto:smeier@careersourcepinellas.com">smeier@careersourcepinellas.com</a>
Contact Information for Subrecipient Authorizing Official	Paul G. Dunn, CEO, The Kaiser Group (DE), LLC d/b/a Dynamic Workforce Solutions 237 South Street, Waukesha, WI 53186 <a href="mailto:pdunn@dwfs.us">pdunn@dwfs.us</a>
Assistance Listing Numbers and Name:	WIOA Youth 17.259 WIOA Adult 17.258 WIOA Dislocated Worker 17.278 RESEA 17.225 SNAP 10.561 TANF 93.558 Wagner Peyser 17.207
Identification of Whether Subaward is R&D:	No
Federal Award Project Description:	One-Stop Operator Services

**SUBAWARD AGREEMENT  
BETWEEN WORKNET PINELLAS, INC.  
AND  
THE KAISER GROUP (DE), LLC**

**THIS SUBAWARD AGREEMENT** is entered into as of July 1, 2022 (the “Effective Date”), by and between WorkNet Pinellas, Inc. dba CareerSource Pinellas, a Florida not-for-profit corporation, hereinafter referred to as “CareerSource Pinellas,” and The Kaiser Group (DE), LLC dba Dynamic Workforce Solutions, a Delaware Limited Liability Company authorized to do business in Florida, hereinafter referred to as “Service Provider” or “Subrecipient.”

**RECITALS**

**WHEREAS**, the federal Workforce Innovation & Opportunity Act and its implementing regulations (all as may be amended from time to time to collectively referred to herein as “WIOA”) retained the nationwide one-stop career center service delivery system created under the federal Workforce Investment Act of 1998 (“WIA”) branding it the “American Job Center” network;

**WHEREAS**, WIOA’s objective is to eliminate fragmentation amount the various employment, training, and education programs by requiring the one-stop career centers established under WIA to partner with certain federally-funded employment and training programs (referred to in WIOA as “Required Partners”) to promote the coordination of employment, education, training and support services;

**WHEREAS**, WIOA requires that CareerSource Pinellas competitively procure an operator for the one-stop service delivery system to coordinate the delivery of employment, education, training and support services by Required Partners and service providers;

**WHEREAS**, CareerSource Pinellas issued a request for proposal, RFP#22-0302 on March 2, 2022, for One Stop Operator Services;

**WHEREAS**, Service Provider timely submitted a proposal in response (the “Response”) to the aforementioned Request for Proposal;

**WHEREAS**, through the review process carried out by the Selection Committee and approved by the CareerSource Pinellas Board of Directors, CareerSource Pinellas determined that Service Provider submitted the proposal that best meets the needs of CareerSource Pinellas and awarded the work for the One Stop Operator Services to Service Provider;

**WHEREAS**, Provider has agreed to provide One Stop Operator Services as outlined in the Request for Proposal and the included Statement of Work;

**WHEREAS**, certain information required by the Uniform Guidance, [2 C.F.R. §200.331], to be included in this Agreement with respect to the Subaward is set forth in the Subaward Data attached hereto as Exhibit B and is incorporated herein by reference; and



**WHEREAS**, the parties desire to enter into an agreement to outline the understanding of the parties with respect to the Statement of Work to be performed by Service Provider.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, it is agreed as follows:

1. Recitals, Exhibits and Incorporation by Reference. The foregoing recitals are true and correct and form a material part of this Agreement. All exhibits attached to this Agreement contain additional terms of this Agreement and are incorporated herein and form a material part of this Agreement. CareerSource Pinellas' request for proposal, RFP#22-0302 and the Service Provider's proposal submitted in response are incorporated herein by reference and form a material part of this Agreement.

2. Term. The term of this Agreement ("Term") shall commence on the Effective Date, and the Term shall end on June 30, 2023, unless extended or earlier terminated as provided for herein. The Agreement may be renewed for three (3) additional, one-year terms in alignment with the fiscal year of CareerSource Pinellas under the same terms and conditions and in the sole discretion of CareerSource Pinellas upon mutual agreement.

3. Statement of Work. The Service Provider agrees as follows:

a. To provide and perform the One Stop Operator Services as set forth in Exhibit A, and incorporated herein by reference; and,

b. Service Provider agrees to cooperate with and provide assistance to CareerSource Pinellas with respect to any matter in which: (i) it was involved during the Term; and (ii) its subsequent assistance and cooperation is reasonably necessary and appropriate. Service Provider agrees to make appropriate personnel available to CareerSource Pinellas for a period of up to sixty (60) days after termination of this Agreement to assist CareerSource Pinellas in an orderly transition of services to a subsequent Service Provider, all without further compensation from CareerSource Pinellas.

4. Service Delivery Standards.

a. *Standard of Service*. Service Provider shall ensure that all services provided under this Agreement are delivered timely, completely, and commensurate with required standards of quality and customer service.

b. *Cooperation*. Service Provider agrees to cooperate with all agents, contractors and employees of CareerSource Pinellas in all reasonable manners.

c. *Background Screening*. Service Provider agrees its employees will submit to background screening, criminal record checks, and credit checks as statutorily required, or as requested by CareerSource Pinellas, including local, state, and federal checks.

5. Performance

a. Service Provider represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in this Agreement, and to provide and perform such services to CareerSource Pinellas' satisfaction for the agreed compensation.

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

c. Service Provider shall perform its duties, obligations, and services under this Agreement in a skillful, respectable and cost-conscious manner. The quality of Subrecipient's performance and all interim and final product(s) provided to or on behalf of CareerSource Pinellas shall be comparable to the best local, state and national services.

6. Compensation. In exchange for the Statement of Work attached hereto as Exhibit A, CareerSource Pinellas agrees to reimburse the Service Provider for approved costs incurred up to \$45,000 under the condition of an 8.5% administrative cost rate of Direct Costs and an agreed upon profit of \$3,566, as outlined in Exhibit D – Budget.

Service Provider agrees to provide to CareerSource Pinellas, on or before the 10th of the month, an invoice for the prior month's services performed under this Agreement. Payment shall be made monthly in the normal business cycle after invoice and documentation of completed work is received and approved by CareerSource Pinellas.

7. Compliance Requirements.

a. *Federal and State Program Compliance.* Service Provider agrees to perform the Statement of Work as described herein in accordance with the Workforce Investment Act (29 USC §2732, Public Law 105-220), as amended by the Workforce Innovation and Opportunity Act (Public Law 113-128) and Florida Statutes Chapter 445, and their respective implementing regulations as may be promulgated and amended from time to time (the "*Program Requirements*"), other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement, and Office of Management and Budget (OMB) Circulars. Subrecipient agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Vendor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.

b. *Non-Discrimination.* As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the Service Provider assures that it will fully comply with the nondiscrimination and equal opportunity provisions of the following laws:

- i. Section 188 of the Workforce Opportunities and Innovation Act of 2014 (WIOA), 29 U.S.C. 2938(a)(3) 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, for beneficiaries only, on the basis of citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;
- ii. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 20000d et seq., which prohibits discrimination on the bases of race, color and national origin;
- iii. Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination against qualified individuals with disabilities;
- iv. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination of the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- v. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age;
- vi. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs; and
- vii. Executive Order 11246, as amended by Executive Order 11375, requires that Federal Contractors and subcontractor not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/subcontractor to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.
- viii. The Subrecipient 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 Subrecipient's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.
- ix. Prohibition Against Discrimination: Subrecipient's decisions regarding the delivery of Services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, national origin, marital status, physical or mental disability, political affiliation, belief, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.
- x. Equal Opportunities for Subrecipients: Subrecipient agrees that participants and recipients in activities or programs funded by the Agreement or any Amendment hereto shall not be discriminated against because of their status as subrecipients regarding the terms and conditions of training or employment or the receipt of Services and rights attributable thereto.
- xi. Compliance with Discrimination Laws: Subrecipient shall comply with the prohibitions against discrimination in the Age Discrimination Act of 1975, section 504 of the Rehabilitation Act, in Title IX of the Education Amendments of 1972, and under Title VI of the Civil Rights Act of 1964 with respect to the performance of their obligations under this agreement, and shall comply with the physical and

programmatic accessibility and reasonable accommodations requirements of section 504 of the Vocational Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990.

- xii. Subrecipient shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded in whole or in part by CareerSource Pinellas, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.
  - xiii. Subrecipient shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, national origin, marital status, political affiliation, or physical or mental disability. In addition, Subrecipient shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
  - xiv. Subrecipient shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
  - xv. Complaint Procedures: Subrecipient agrees to be governed by the complaint and compliance requirements as set forth in the Federal or Florida Acts as applicable with respect to discrimination and equal opportunity requirements.
  - xvi. Equal Employment Opportunity whereby Service Provider agrees that it shall not discriminate as to race, sex, color, creed, handicap, national origin, or other protected class in the selection, operations conducted, or performance related to the Statement of Work. Service Provider shall comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- c. *Veteran's Priority of Service Provisions*: Subrecipient agrees to be governed by the requirements of the Jobs for Veterans Act (PUB. L. 107-288) (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132, Jobs for Veterans Act (JVA) provides pursuant to 20 CFR part 1010, the priority of service to veterans and

spouses of certain veterans for the receipt of employment, training and placement services in any job training program directly funded, in whole or in part, by the Department of Labor (DOL). Subrecipient agrees, in circumstances, where the Subrecipient must choose between two equally, qualified candidates for training, one of who is a veteran, the JVA requires the Subrecipient to give the veteran priority of service by admitting him or her into the program. To obtain priority of service, a veteran or spouses of certain veterans must meet the program's eligibility requirements. Subrecipient must comply with DOL and state of Florida guidance.

- d. *Program Names, Signage, Publicity, and Publication:* The Subrecipient may not undertake any publicity or publish for public consumption any results or information about its program or the subrecipients without prior review by CareerSource Pinellas All radio and television announcements/advertisements and general newspaper articles and advertisements will be coordinated through CareerSource Pinellas.
- e. *Assignment and Subcontracting:* In accordance with CareerSource Pinellas policy, the Subrecipient shall not assign, delegate, subcontract or in any way transfer any of its rights or responsibilities or any part of the work and services to be provided under this Agreement. In the event of a corporate acquisition and/or merger, Subrecipient shall provide written notice to CareerSource Pinellas within thirty (30) business days of Subrecipient's notice of such action or upon occurrence of said action, whichever occurs first. The right to terminate this Agreement shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal law.
- f. *Assurances and Certifications:* Subrecipient agrees to comply with the Assurances and Certifications as applicable to any federal or state program that the Subrecipient operates with CareerSource Pinellas funds.
- g. *Prohibition - Criminal Activities:* Subrecipient shall not serve ineligible individuals, embezzle, willfully misapply, steal or obtain by fraud any monies, funds, assets or property which are the subject of this Agreement or Amendments hereto. If Subrecipient violates this provision, Subrecipient shall be subject to the sanctions and to applicable criminal provisions of Florida State Statutes and the United States Code. The Subrecipient shall also be subject to the immediate suspension of payments by CareerSource Pinellas under this Agreement and Amendments thereto and immediate termination by CareerSource Pinellas of this Agreement and any Amendments hereto.
- h. *Prohibition - Solicitations and Gratuities:* Subrecipient agrees and understands that no officer or employee of the Subrecipient shall tender, or solicit gratuities, favors or anything of monetary value from any actual or potential Subrecipient or employer or from any staff person or elected official connected with CareerSource Pinellas or their governing boards.
- i. *Prohibition - the Payment of Fees:* Subrecipient agrees and understands that no funds provided for by this Agreement or Amendments hereto shall be used for the payment of a

fee charged to an individual for the placement or referral of that individual to a program except as may be provided in accordance with this agreement.

- j. *Child Labor Laws*: Subrecipient shall comply with all applicable federal, state and local child labor laws in carrying out the terms and conditions of this Agreement or Amendments hereto.
- k. *Trafficking Victims Protection Act of 2000*: Pursuant to 2 CFR 175.15(b), during the term of this Agreement, Subrecipient and its employees, may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of any Statement of Work made pursuant to this Agreement.
- l. *Certification Regarding Environmental Tobacco Smoke*: Pursuant to Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the ProChildren Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by any entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18.
- m. *Collective Bargaining Agreements*: Subrecipient agrees and understands that it must comply with and shall not violate the terms and conditions of any collective bargaining agreement in effect during the course of this Agreement.
- n. *Unions*: Subrecipient shall not use any funds appropriated under this Agreement or Amendments hereto to assist, promote, or deter union organizing. No Subrecipient/participant may be placed into, or remain working in any position or work activity which is affected by labor disputes involving a work stoppage. Subrecipient shall make every effort to relocate subrecipients who wish to remain working, into suitable positions unaffected by the work stoppage. Subrecipient shall not require any participant or recipient in a position funded by this Agreement to join a union in order to receive services unless the participant or recipient is subject to a collective bargaining agreement containing a union security provision.
- o. *Working Conditions*: Subrecipient agrees that conditions of work activities, employment and/or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the Subrecipient.
- p. *Insurance and Bonding*: During the Term of this Agreement, Subrecipient shall maintain adequate Professional Liability Insurance for the Services considered herein and Subrecipient shall supply CareerSource Pinellas a Certificate of Insurance naming CareerSource Pinellas as an additional insured on such policy upon signature of this Agreement.
- q. *Rights and Remedies Not Waived*: No payment by CareerSource Pinellas to Subrecipient shall be construed as a waiver by CareerSource Pinellas or any breach or default of Subrecipient in the performance of any condition of this Agreement or Amendment hereto; nor shall such payment impair or prejudice any right of CareerSource Pinellas with respect to such breach

or default; nor shall any assent by CareerSource Pinellas expressed or implied, to such breach or default, be construed as assent to any succeeding breach or default.

- r. *Conflict of Interest:* Subrecipient asserts and assures that they did not solicit, pay, or offer some other form of consideration to any CareerSource member or other elected official in order to obtain this contract award. Subrecipient asserts and assures that it is in compliance with the Florida Statutes conflict of interest restrictions.
- s. *Code of Conduct:* Subrecipient agrees to abide by CareerSource Pinellas's Code of Conduct or with its own Organizational Code of Conduct so long as it meets the minimum standard set forth within CareerSource Pinellas's own Code of Conduct. It is the Subrecipient's responsibility to request and secure a copy of the Code of Conduct. Neither Subrecipient nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Subrecipient's loyal and conscientious exercise of judgment related to performance under this agreement. Subrecipient agrees that none of its officers or employees shall during the term of this agreement serve as an expert witness against CareerSource, in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of CareerSource or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- t. *Performance:* Subrecipient represents that all persons delivering the Services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and Services, and to provide and perform such Services to CareerSource Pinellas's satisfaction for the agreed compensation.
- u. Subrecipient shall make every effort to exercise economic reasonableness in all expenditures involved in the delivery of Services under this Agreement.
- v. Subrecipient shall perform its duties, obligations, and Services under this agreement in a skillful, respectable and cost conscious manner. The quality of Subrecipient's performance and all interim and final product(s) provided to or on behalf of CareerSource Pinellas shall be comparable to the best local, state, and national Services.
- w. *Drug Free Work Place:* The Drug-Free Workplace Act of 1988, 41 USC 702 et seq., and 2 CFR 182 require that all organizations receiving funds from any Federal agency maintain a drug-free workplace. The Subrecipient must notify the person listed under Notice if an employee of the Subrecipient is convicted of violating a criminal drug statute.
- x. *Energy Efficiency:* The Subrecipient shall comply with environmental standards which may be prescribed pursuant to the following a) institution of environmental quality control

measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; b) notification of violating facilities pursuant to EO 11738; c) protection of wetlands pursuant to EO 11990; d) evaluation of flood hazards in flood plains in accordance with EO 11988; e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S. C. 7401 et seq.); g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); h) compliance with mandatory standards and policies relating to energy efficiency which are contained the State of Florida's Energy Conservation Plan, (P.L.94-163); and h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

- y. *Whistleblower Protection*: No employee of an organization receiving funds under WIOA may be discharged, demoted, or otherwise discriminated against for disclosing information they reasonably believe is evidence of gross mismanagement or waste, a substantial and specific danger to public safety related to the implementation; or, an abuse of authority; or a violation of law, rule or regulation related to a contract awarded. Subrecipient shall refer to the Grantor Office of Inspector General any credible evidence that a principal, employee, agent, Subrecipient, subcontractor, or other person who has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds. (Whistleblower Protection Act of 1989).
- z. In accordance with the Stevens Amendment (Public Law 115-31, Division H, Title V, Section 505), when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act included, but not limited to State and local governments and Contractors of Federal grants shall clearly state –
  - i. the percentage of the total costs of the program or project which will be financed with Federal money;
  - ii. the dollar amount of Federal funds for the project or program; and
  - iii. percentage and dollar amount of the total costs of the project or programs that will be financed by nongovernmental sources.
- aa. *Debarment and Suspension (Executive Orders 12549 and 12689)*. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



- bb. *Hatch Act*. None of the funds or services under this agreement provided by Federal Departments, the Governor or CareerSource Pinellas to the Service Provider shall be used for any non-partisan or partisan political activity or to further the election or the defeat of any candidates for public office within the constraints of the Hatch Act (5 USC section 1501) and the Federal Election Campaign Act, as amended (2 USC section 431).
  - cc. *Domestic preferences for Procurements*: Subrecipient agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.
  - dd. *Prohibition on certain telecommunications and video surveillance services or equipment*: Subrecipient agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See Public Law 115-232, section 889 for additional information and 2 CFR part 200.471.
  - ee. Service Provider agrees that allowability of costs shall be determined in accordance with the cost principles applicable to the organization incurring the costs as stated in 29 CFR 95.27.
  - ff. Service Provider agrees that compliance with the aforesaid requirements is a condition of continued receipt of, or benefit from, Federal and/or State funds, and that it is binding upon the Service Provider, its successors, transferees, and assignees during the Term. Service Provider further assures that all subcontractors, vendors, or others with whom it arranges to perform any of the Statement of Work in connection with this Agreement, are to comply with the above statutes, regulations, and standards.
  - gg. Failure to comply with any of the provisions of this paragraph 7 shall be deemed a material breach of this Agreement.
  - hh. *Mandatory Reporting*. In compliance with sections 39.201 and 415.1034 of the Florida Statutes, if Subrecipient, its agents, employees, and contractors performing services under this Agreement, knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Subrecipient agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <https://www.myflfamilies.com/service-programs/abuse-hotline/> or via fax at 1-800-914-0004.
8. Financial Accountability and Grant Administration.
- a. *Financial Management*. Service Provider shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements.
  - b. *Limitations on Expenditures*. Service Provider shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date, or following the earlier of the expiration or termination of this Agreement. CareerSource

Pinellas shall only reimburse Service Provider for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the Statement of Work detailed in Exhibit A (ii) documented by contracts or other evidence of liability consistent with established CareerSource Pinellas and Service Provider procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

- c. *Improper Payments.* Any cost or expenditure by Service Provider under this Agreement which is found by auditors, investigators, or other authorized representatives of CareerSource Pinellas, the Governor, Department of Economic Opportunity, Department of Labor, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, unauthorized, in violation of federal or state law or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Service Provider, is Service Provider's liability, to be paid by Service Provider from funds other than those provided by CareerSource Pinellas under this Agreement or any other agreements between CareerSource Pinellas and Service Provider. The Service Provider agrees to promptly repay CareerSource Pinellas any amount previously paid to the Service Provider by CareerSource Pinellas, which is determined to be an improper, unallowable, or unauthorized cost or expenditure. CareerSource Pinellas may withhold funds from future deliverables or cost reimbursement requests pending resolution of such disallowed costs or expenditures. This provision shall survive the expiration or termination of this Agreement.
  
- d. *Audited Financial Statements.* In any fiscal year in which Service Provider expends \$750,000 or more in federal awards during such fiscal year, including awards received as a subrecipient, Service Provider must comply with the federal audit requirements contained in the Uniform Guidance, [45 CFR Part 75], including the preparation of an audit by an independent Certified Public Accountant in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and with Generally Accepted Accounting Principles.<sup>1</sup> If Service Provider expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by CareerSource Pinellas and appropriate officials of the Federal Awarding Agency, the U.S. Government Accountability Office and the Comptroller General of the United States, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. Service Provider shall provide CareerSource Pinellas with a copy of Service Provider's most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of Service Provider's most recently ended fiscal year.
  
- e. *Audit resolution.* Service Provider agrees to be subject to audit resolution procedures established by CareerSource Pinellas, the State of Florida, and/or the Federal Government

and to cooperate with CareerSource Pinellas in the event resolution cannot be achieved at CareerSource Pinellas' level.

- f. *Closeout.* Final payment request(s) under this Agreement must be received by CareerSource Pinellas no later than thirty (30) days from the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by CareerSource Pinellas after this date without authorization from CareerSource Pinellas. In consideration of the execution of this Agreement by CareerSource Pinellas, Service Provider agrees that acceptance of final payment from CareerSource Pinellas will constitute an agreement by Service Provider to release and forever discharge CareerSource Pinellas, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Service Provider has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. Service Provider's obligations to CareerSource Pinellas under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of CareerSource Pinellas. Such requirements shall include, without limitation, submitting final reports to CareerSource Pinellas and providing any closeout-related information requested by CareerSource Pinellas by the deadlines specified by CareerSource Pinellas. This provision shall survive the expiration or termination of this Agreement.

9. Recordkeeping.

- a. *Obligation to Maintain Records.* All files, papers, materials, publications, presentations, electronic material, computer discs or information stored in any other data storage medium (hereafter "Records") produced or developed by Service Provider in the performance of the Statement of Work rendered to CareerSource Pinellas are the intellectual property of CareerSource Pinellas and are the sole property of CareerSource Pinellas. Service Provider agrees to keep and maintain (or cause to be kept and maintained) meticulous Records, relating to all Statement of Work rendered by Service Provider under this Agreement, to comply with all Federal and/or State requirements.

- b. *Financial Records.* Service Provider further agrees to keep and maintain financial records in accordance with generally accepted accounting principles, procedures and practice, which sufficiently and properly reflect revenues and expenditures for the Statement of Work performed under this Agreement. Service Provider acknowledges that a failure to maintain accurate accounting records may result in the suspension or termination of this Agreement.

- c. *Records Available to the Public.* To the extent required by Section 119.0701 of the Florida Statutes, the Subrecipient shall:

- i. Keep and maintain public records required by CareerSource Pinellas to perform the Services under this Agreement.

- ii. Upon request from CareerSource Pinellas' custodian of public records, provide CareerSource Pinellas with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Subrecipient does not transfer the records to CareerSource Pinellas.
- iv. Upon completion of the Agreement, transfer, at no cost to CareerSource Pinellas, all public records in possession of the Subrecipient or keep and maintain public records required by CareerSource Pinellas to perform the service. If the Subrecipient transfers all public records to CareerSource Pinellas upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CareerSource Pinellas, upon request from CareerSource Pinellas custodian of public records, in a format that is compatible with the information technology systems of CareerSource Pinellas.
- v. **If the Subrecipient has questions regarding the application of chapter 119, Florida Statutes, to the Subrecipient's duty to provide public records relating to this agreement, contact CareerSource Pinellas' Custodian of Public Records at 13805 58th St. N, Suite 2-140, Clearwater, FL 33760, Email address: smeier@careersourcepinellas.com.**

d. *Confidentiality/Safeguarding Information.* Service Provider agrees to treat all non-public information obtained from participants or CareerSource Pinellas as confidential and agrees not to release or discuss any such information with other parties unless prior consent of CareerSource Pinellas. Service Provider agrees to adhere to confidentiality policies of CareerSource Pinellas and to ensure the confidentiality of records, employee information, and any CareerSource Pinellas information or records to which Service Provider might have access in the course of completing the service. Service Provider agrees to adhere to all federal, state and local privacy laws, rules and regulations.

e. *Access to Workforce Information Systems:* Employees of Subrecipient, and agents and contractors of Subrecipient, granted access to workforce information systems, including systems containing confidential information, must complete Exhibit E to this Agreement, "Individual Non-Disclosure and Confidentiality Certification Form," prior to accessing said workforce information systems. A copy of each completed form shall be retained by CareerSource Pinellas.

10. Reporting, Auditing and Monitoring. Service Provider will be subject to fiscal, administrative, and performance auditing and monitoring on a periodic basis to ensure contractual compliance, fiscal accountability, performance and compliance with applicable state and federal laws and regulations. The Service Provider agrees to provide CareerSource Pinellas, or its designee, unqualified access to all Records

and/or other documentation developed pursuant to this Agreement. The Service Provider further agrees to furnish to CareerSource Pinellas, upon request, whatever information and documentation that is necessary to effect CareerSource Pinellas, monitoring of activities under this Agreement.

11. Independent Contractor. It is understood that Service Provider is an independent contractor and not an agent or employee of CareerSource Pinellas for any purpose including, but not limited to, federal tax and other state and federal law purposes. Service Provider assumes responsibility for payment of all federal, state and local taxes imposed or required of Service Provider under unemployment insurance, Social Security and income tax laws. Service Provider shall be solely responsible for any worker's compensation insurance required by law and shall provide CareerSource Pinellas with proof of insurance upon request. The parties agree that CareerSource Pinellas shall not: (a) pay dues, licenses or membership fees for Service Provider; (b) require attendance by Service Provider, except as otherwise specified herein; (c) control the method, manner or means of performing Services under this Agreement, except as otherwise specified herein; or (d) restrict or prevent Service Provider from working for any other party. Neither party has the right or the power to enter into any contract or commitment on behalf of the other party, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by the Party or executing contracts binding upon the other Party.

12. Indemnification and Insurance.

a. Service Provider shall indemnify and save harmless CareerSource Pinellas, its directors, officers, employees, volunteers, donors, clients, grantee agencies and affiliates from any liability or damages CareerSource Pinellas may suffer as a result of claims, demands, costs or injuries sustained by CareerSource Pinellas as a result of (i) a breach of the terms of this Agreement, and/or (ii) any negligent act or misconduct by the Service Provider of the services provided hereunder. Service Provider shall pay the expenses and costs incurred by CareerSource Pinellas in the enforcement of this provision.

b. Throughout the Term of this Agreement, Service Provider shall maintain the following minimum scope and limits of insurance:

i. Comprehensive general liability insurance including but not limited to coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability, with a combined single limit of \$1,000,000 per occurrence, with an aggregate liability per occurrence of \$2,000,000. Such insurance must be primary, non-contributory, and must waive subrogation. Such insurance shall also name CareerSource Pinellas, its officers, directors, employees, agents and representatives, as additional insured for liability arising from Service Provider's operation.

ii. Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Service Provider with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage. Such insurance must be primary, non-contributory, and must waive subrogation. Such insurance shall also name CareerSource Pinellas, its officers, directors, employees, agents

and representatives, as additional insured for liability arising from Service Provider's operation.

iii. Crime and Employee Dishonesty Liability Coverage with limits of not less than \$100,000. Such insurance must be primary, non-contributory, and must waive subrogation. Such insurance shall also name CareerSource Pinellas, its officers, directors, employees, agents and representatives, as additional insured for liability arising from Service Provider's operation.

iv. Workers Compensation as required by applicable state law.

c. Service Provider shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name CareerSource Pinellas and its officers, directors, employees, agents and representatives as an additional insured.

d. Certificates showing Service Provider is carrying the above-described insurance, and evidencing the additional insured status specified above, shall be furnished to CareerSource Pinellas within fifteen (15) calendar days after the date on which this Agreement is made. Such certificates shall show that CareerSource Pinellas shall be notified of all reductions in limits or cancellations of such insurance policies. Service Provider shall forthwith obtain substitute insurance in the event of a cancellation.

e. All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of Florida.

13. Designated Representative. The Designated Representative for CareerSource Pinellas for this Agreement is Steven Meier. Service Provider will address all questions regarding this Agreement or Statement of Work to the Designated Representative. The Designated Representative for the Service Provider for this Agreement is Paul G. Dunn, CEO Dynamic Workforce Solutions. If the Designated Representative for either party changes to someone other than the person named herein, written notification of the change shall be given to the other party in accordance with the Notice provision of this Agreement.

14. Notices. All notices, demands, and other writing required under this Agreement shall be deemed to have been fully given or made or sent when (i) mailed in writing and deposited in the U.S. Mail, certified return receipt requested and addressed to the parties at the addresses noted in this Agreement or (ii) delivered by nationally recognized courier, receipt of recipient acknowledged by signature.

CareerSource Pinellas:	Steven Meier Interim Chief Executive Officer and Chief Financial Officer CareerSource Pinellas 13805 58 <sup>th</sup> Street N., Suite 2-140 Clearwater, Florida 33760
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Service Provider:	Paul G. Dunn Chief Executive Officer The Kaiser Group (DE), LLC d/b/a Dynamic Workforce Solutions 237 South Street Waukesha, WI 51386
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15. Entire Agreement; Incorporate of Documents. This Agreement supersedes any prior understandings or agreements between the parties; there are no other agreements between the parties concerning this subject matter except as set forth herein; and there are no representations, warranties, or oral agreements other than those expressly set forth herein. This Agreement incorporates all rules, regulations, handbooks, manuals, policy statements, guidance or other notices issued pursuant to the Program Requirements identified in paragraph 5.a. of this Agreement.

16. Amendment and Modification. CareerSource Pinellas reserves the right to modify or amend the terms of the Statement of Work provision of this Agreement if the nature of the Statement of Work is required to be modified or amended due to changes in the law; changes in the availability of funds for the Statement of Work or other change of circumstances. In the event the Statement of Work is amended or modified by CareerSource Pinellas, the parties agree to work cooperatively in good faith to renegotiate changes to the Payment provision of this Agreement, if applicable. All other terms, conditions and provisions of this Agreement shall remain in full force and effect unless modified, changed, altered or amended, in writing, executed by both parties.

17. Assignment and Subcontracting. This Agreement shall not be assigned nor may any portion of the Statement of Work contemplated in the Agreement be subcontracted to another party without prior written approval of CareerSource Pinellas.

18. Corporate Status; Change of Ownership.

a. *Corporate Status.* If Service Provider is a corporation, or other entity, Service Provider shall ensure that the corporate status shall continuously be in good standing and active and current with the state of its incorporation and the State of Florida and at all times throughout the Term, and any renewal or extension hereof. Failure of Service Provider to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.

b. *Change in Ownership.* Service Provider shall notify CareerSource Pinellas immediately upon any change in entity ownership or any substitution of the key professional assigned (the “Key Person”) to perform the work under this Agreement (“Change of Ownership”). CareerSource Pinellas shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to CareerSource Pinellas provided, however, no cancellation shall relieve Service Provider of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease or other disposition of 50% or more of the interest or assets of the company or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes

the beneficial owner having fifty (50%) percent or more interest in the corporation or company; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

19. Dispute Resolution. Any dispute concerning the delivery of services under this Agreement shall be first addressed with CareerSource Pinellas' Designated Representative. If the dispute cannot be resolved, then Service Provider will provide a written memorandum to the Chief Executive Officer of CareerSource Pinellas to render a decision on the dispute. Service Provider will be notified in writing, in accordance with the notice provision of this Agreement, of that decision.

20. Default. Neither party shall declare the other party in default of any provision of this Agreement without giving the other party at least five (5) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

21. Termination.

- c. This Agreement may be terminated by either party with, or without, cause upon thirty (30) day's prior written notice. Subrecipient will be compensated for work performed according to documentation submitted to and approved by CareerSource Pinellas. un
- d. This Agreement is subject to the availability of federal and state legislative funding for the purposes of the performance of the Statement of Work. In the event such legislative funding is revoked, becomes unavailable or is reduced, CareerSource Pinellas may terminate this Agreement upon no less than thirty (30) day notice in writing to the Service Provider.
- e. If Service Provider knowingly employs unauthorized aliens, in violation of paragraph 6, such action shall be cause for unilateral cancellation of this Agreement and CareerSource Pinellas may recover damages from Service Provider resulting from such cancellation. Further, CareerSource Pinellas may unilaterally terminate this Agreement, without penalty, if Service Provider is determined to have violated a prohibition in paragraph 5 of this Agreement; or has an employee who is determined by CareerSource Pinellas to have violated a prohibition in paragraph 6 of this Agreement through conduct that is either associated with performance of the Statement of Work or imputed to Service Provider using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by CareerSource Pinellas.
- f. In the event of a breach by the Service Provider, where the Service Provider fails to cure the breach within the time specified by CareerSource Pinellas, then CareerSource Pinellas may terminate this Agreement upon not less than seven (7) days' written notice to the Service Provider.



22. Jointly Drafted. The parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft the agreement, the parties agree that the Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

23. Parties Acknowledgement; Parties Bound. The Parties acknowledge that they have read this Agreement and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on its behalf by the authorized officer whose signature appears below under its name, to be effective as of the date written above.

24. Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

25. Survivability. Any provision of this Agreement which obligates Service Provider to pay an amount or perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that payment or performance is not within the Term, and the same shall survive.

26. Severability. Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

27. Counterparts. This Agreement may be executed in a number of identical counterparts and a facsimile copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

28. Law of the Agreement, Jurisdiction and Venue. All questions, issues or disputes arising out of or under this Agreement, shall be governed by the laws of the State of Florida and jurisdiction and venue are hereby agreed by the parties to be solely and exclusively in the county or state courts in and for Pinellas County, Florida and no other location. The parties hereby waive any rights to venue in any other jurisdiction. Service Provider hereby agrees that the jurisdiction and venue of all disputes arising out of this Agreement lie in no Court other than those stated above. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world.

29. Waiver of Jury Trial. The parties hereto shall, and they hereby do, waive trial by jury in action, proceeding or counterclaim brought by either CareerSource Pinellas or Service Provider against the other with respect to any matters whatsoever arising out of or in any way connected with this Agreement.

The parties acknowledge that this provision is a material inducement to their respective execution of this Agreement.

30. Attorney's Fees; and Costs of Enforcement. In the event suit is commenced to enforce this Agreement, costs of said suit, including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding, shall be paid to the prevailing party by the other party.

31. Miscellaneous. Unless otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the parties, their successors, heirs and assigns. Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender. All captions herein contained are for convenience only and shall not be constructed to limit any provisions hereunder. Time shall be of the essence of this Agreement. All Parties agree to cooperate fully and to execute any supplementary documents and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and which are not inconsistent with its terms.

Authorized parties are executing this Agreement on the Effective Date:

**WorkNet Pinellas, Inc.**

**The Kaiser Group (DE), LLC.**

By: \_\_\_\_\_  
Steven Meier  
Interim Chief Executive Officer and  
Chief Financial Officer

By: Paul G. Dunn  
Paul G. Dunn  
Chief Executive Officer

## EXHIBIT A: STATEMENT OF WORK

**Overview.** The Service Provider shall provide the services required of a One-Stop Operator as defined in the USDOL final regulations; the USDOL's Training and Employment Guidance Letter (TEGL) 15-16, Competitive Selection of Service Providers, issued on March 2, 2022; and this statement of work.

For purposes of this Statement of Work, CareerSource Pinellas defines the basic role of a Service Provider as an entity that will coordinate the service delivery of participating one-stop partners and Service Providers within the Career Centers of CareerSource Pinellas.

- II. **Description of Specific Services to be provided.** The following services shall be provided by the Service Provider. At a minimum, quarterly updates must be provided to the CareerSource Pinellas management team on each of these services.
  1. **Maintain Linkages.** The Service Provider shall coordinate the establishment and assisting in maintenance of linkages between all mandatory one-stop partners designated by the CEO of CareerSource Pinellas. At a minimum, this requires the Service Provider to
    - a. Understand who is designated and defined as a partner by the CareerSource Pinellas CEO.
    - b. Gather each designated partners' contact information and a description of services provided that supports the one-stop system.
    - c. Identify how each partner wishes to receive referrals from other designated partners.
    - d. Maintain the contact information, services provided descriptive information and referral preferences in an up-to-date format.
    - e. Clearly describe each partner's role and responsibilities in the one-stop delivery system.
    - f. Share, following review and approval by CareerSource Pinellas, up-to-date contact information, services provided descriptive information, referral preferences and each partner's role and responsibilities with all designated partners and CareerSource at least quarterly and more frequently if changes are noted.
    - g. Maintain an on-line portal that will allow the partners to easily post and access forms, processes, performance tracking, etc.
  2. **Coordinate quarterly meetings.** The Service Provider shall schedule and coordinate quarterly meetings with all designated partners and CareerSource Pinellas. These meetings are intended to
    - a. Discuss and deliberate as a whole with no standing subcommittees.
    - b. Find ways to reach agreement and stay focused on common goals in spite of differing philosophy, focus, mission, and perceptions, which may sometimes come into conflict with one another.
    - c. Develop a common language among the designated one-stop partners and

CareerSource Pinellas, as it is recognized that each has its own terminology, jargon, and acronyms.

- d. Create strong feedback loops within the partners and CareerSource Pinellas so successes and issues are brought to light immediately and celebrated or resolved.
  - e. Discuss how to improve and maintain an effective and successful one-stop delivery system.
  - f. Identify any misunderstandings, unreasonable expectations, myths, previous problems, current conflicts or other issues to be reported to the CareerSource Pinellas CEO.
  - g. Discuss ways to ensure performance is tracked in accordance with the goals established by the USDOL, the State of Florida and the CareerSource Pinellas Board of Directors through submission to the CareerSource Pinellas CEO.
  - h. Discuss opportunities as a group for performance improvement and collect data from each partner on challenges/roadblocks, successes and outcomes achieved.
3. **Memoranda of Understanding.** The Service Provider shall assist CareerSource Pinellas in the identification of appropriate clauses for each Memorandum of Understanding (MOU) with all designated One-Stop partners as it relates to sharing of information, reporting of performance and tracking of customers. The Service Provider will ensure that all required partners execute an MOU at least every four years and other community-based partners execute an MOA. The Service Provider will establish an MOU database to easily track organizational involvement and expiration dates of the MOU. Monthly MOU reports will be generated and provided to CareerSource Pinellas. The database will be shared and accessible to CareerSource Center management staff.
  4. **Universal Design.** The Service Provider shall assist CareerSource Pinellas to facilitate and encourage designated One-Stop partners to use the principles of universal design in their operations to ensure customer access. Universal design is defined as a seamless, customer- focused one-stop delivery system that integrates service delivery across all programs and enhances access to the programs' services. CareerSource Pinellas promotes accessibility for all job seekers to our career centers and program services and is fully compliant with accessibility requirements for individuals with disabilities within our centers. This includes, but is not limited to, ensuring assistive technology and materials are in place.
  5. **Barriers to Employment.** The Service Provider shall assist CareerSource Pinellas with identifying practices that encourage the designated One-Stop partners to provide services to individuals with barriers to employment, including individuals with disabilities, who may require longer- term services, such as intensive employment, training, and education services.
  6. **Strategic Plan.** The Service Provider shall assist CareerSource Pinellas in creating a strategic plan to integrate the intake, case management, and reporting of the One-Stop

partners.

7. **Customer Satisfaction Initiatives.** The Service Provider shall manage, track and oversee CareerSource Pinellas' Customer Satisfaction initiatives through Survey Monkey. Utilizing CareerSource Pinellas' current job seeker survey initiatives, which include Customer Service/Resource Room, Employability Skills and WTP Lab, the Service Provider will track weekly performance data by category and center. Monthly Customer Satisfaction Reports will be generated that identify overall levels of success summary details and comprehensive reports as well. Reports will be provided on an agreed upon schedule. Customer comments will be tracked to identify positive, negative and neutral comments. The Service Provider will be responsible for reviewing customer comments, identifying trend data and making continuous improvement recommendations to the CareerSource Pinellas management team.
8. **Timeline.** The Service Provider shall provide CareerSource Pinellas with a timeline for the initial term of One-Stop Operator activities and for each annual extension within 30 days of start for each respective term or any subsequent amendment. Prior approval will be sought and obtained where amendment is sufficient in scope or content.
9. **Customer Service Training.** The Service Provider shall conduct Customer Service training for CareerSource Pinellas staff in order to provide staff with the skills and tips to effectively deliver a high level of quality customer service. This customer service training will consist of two (2) types of customer service training, designed to ensure that all CareerSource Pinellas staff provide a high level of service to every customer, regardless of program or funding stream.
  - a. Extreme Customer Service Training will consist of an online course, study guide and final test. This training would be administered to staff on an annual basis.
  - b. Live Customer Service Training will be delivered to a small group of management staff and would encompass the concepts of concierge customer service and provide managers with tools and skills to continue to reinforce the training learned in the Extreme Customer Service online course.

**EXHIBIT B: SUBAWARD DATA**

Subrecipient Name	The Kaiser Group (DE), LLC d/b/a Dynamic Workforce Solutions
Subrecipient Unique Entity Identifier:	05-083-4357
Federal Award Identification Number (FAIN)	WIOA Formula 2021–2023: AA-36313-21-55-A-12 RESEA 2021: UI-35938-21-60-A-12 SNAP 2020: TBD TANF 2021: G-2201-FL-TANF Wagner Peyser 2021: ES-36748-21-55-A-12
Federal Award Date of Award to the Recipient by the Federal Agency	PY 2022/FY 2023
Subaward Period of Performance Start Date:	July 1, 2022
Subaward Period of Performance End Date:	June 30, 2023
Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$45,000
Name of Federal Awarding Agency	U.S. Department of Labor U.S. Department of Health and Human Services U.S. Department of Agriculture
Name of Pass-Through Entity	Florida Department of Economic Opportunity
Contact Information for CareerSource Pinellas Authorizing Official	Steven Meier, Interim CEO and CFO 13805 58 <sup>th</sup> Street N. Suite 2-140 Clearwater, FL 33760 <a href="mailto:smeier@careersourcepinellas.com">smeier@careersourcepinellas.com</a>
Contact Information for Subrecipient Authorizing Official	Paul G. Dunn, CEO, The Kaiser Group (DE), LLC d/b/a Dynamic Workforce Solutions 237 South Street, Waukesha, WI 53186 <a href="mailto:pdunn@dwfs.us">pdunn@dwfs.us</a>
Assistance Listing Numbers and Name:	WIOA Youth 17.259 WIOA Adult 17.258 WIOA Dislocated Worker 17.278 RESEA 17.225 SNAP 10.561 TANF 93.558 Wagner Peyser 17.207
Identification of Whether Subaward is R&D:	No
Federal Award Project Description:	One-Stop Operator Services

**EXHIBIT C: Reporting Requirements**

<b>Report Type</b>	<b>Report Description</b>	<b>Reporting Frequency</b>
Linkage Maintenance	Partner list containing up-to-date contact information, description of services, referral preferences, one-stop role and responsibilities.	Quarterly minimum
Customer Satisfaction	Tracking of job seeker survey initiatives including Customer Service, Career Resource Center, Employability Skills and WTP Lab using Survey Monkey or other survey platforms, as determined.	Weekly tracking, monthly reporting

**EXHIBIT D: Budget**

<b><u>2022/2023 Budget</u></b>		
Revenue	45,000	
Salaries	27,882	
Fringe	4,613	
Program Supplies	203	
Travel	2,400	
Communications	356	
Audit	96	
Payroll Processing	112	
Total Direct Costs	35,662	
Adm at 8.5%	3,031	
Total Costs	38,693	
Agreed upon Profit	3,566	10.0%
DWI Products	2,741	
Total Contract	45,000	



## EXHIBIT E: Individual Non-Disclosure and Confidentiality Certification Form

### Individual Non-Disclosure and Confidentiality Certification Form

I understand that I will be exposed to certain confidential information for the limited purpose of performing my job. I understand that confidential records may include names (or other personally identifiable information), social security numbers, wage information, reemployment assistance information, employment information, and public assistance information. I understand that this information is confidential and may not be disclosed to others. Prior to receiving access to such information, and any information systems containing such information, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the system(s) only for purposes authorized by law within the course and scope of my employment to secure information to conduct program business.
3. I will not disclose my user identification, password, or other information needed to access the system(s) to any party nor shall I give any other individual access to secured information contained within the system(s).
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access system(s) to which I have been granted access, I will immediately notify the Board's Regional Security Officer.
5. I will store any physical documents containing confidential information in a place that is secure from access by unauthorized persons.
6. I will store and process information maintained in electronic format, such as magnetic tapes, discs, or external drives in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer system(s).
8. I will not share with anyone any other information regarding access to the system(s) unless I am specifically authorized to do so by the Department of Economic Opportunity.
9. I will not access or request access to any social security numbers, personal information, wage information, employer information, reemployment assistance information, or employment data unless such access is necessary for the performance of my legitimate business duties.
10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
11. I will not access or divulge information about any personal associates, including relatives, friends, significant others, co-workers, or anyone with whom I reside. I will not provide services to these individuals and will, instead, refer such individuals to other qualified service providers.
12. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served. I will do this in such a way so as to prevent the information from being reconstructed,

copied, or used by any means. However, I will not destroy or delete information from information system(s) when such destruction or deletion is outside the scope of my authority.

13. I understand that it is misdemeanor of the second degree to disclose confidential reemployment assistance information to unauthorized persons. I further understand that the Department of Economic Opportunity has process and procedures in place to detect unauthorized access to such information. I understand that it is the practice of the Department of Economic Opportunity to prosecute violations of to the fullest extent of the law.

14. I certify and affirm that I have either (1) received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations; or (2) have received written standards and instructions in the handling of confidential data from my employer or the Department of Economic Opportunity. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.

15. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Employee Name: \_\_\_\_\_

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

Work Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_