

**WORKFORCE SERVICES SERVICE PROVIDER
 MODIFICATION TO SUBRECIPIENT CONTRACT BETWEEN THE
 SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
 AND
 THE COLLEGE OF THE FLORIDA KEYS**

AWARDING AGENCY
 SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
 7300 Corporate Center Drive, Suite 500
 Miami, Florida 33126-1234

PASS THROUGH:	
DEPARTMENT OF ECONOMIC OPPORTUNITY	
CFDA	FAIN
WIOA AD: 17.258	AA347622055A12
WIOA DW: 17.278	AA347622055A12
WIOA RR: 17.278	AA347622055A12
TANF: 93.558	G-2001FLTANF
SNAP: 10.561	215FL412Q7503
UI: 17.225	U1344902060A12

AWARDING OFFICIAL CONTACT INFORMATION
 Name: Rick Beasley
 Title: Executive Director
 Telephone Number: (305) 929-1500
 Date of Notice: December 8, 2021
 R&D: No

CONTRACTOR
 The College of the Florida Keys
 5901 College Road
 Key West, Florida 33040
 UNIQUE ENTITY IDENTIFIER # ZULMG6SKWC21

TITLE OF CONTRACTOR'S PROGRAM
 "CareerSource center: Florida Keys"

MODIFIED:
CONTRACT NUMBER:
 WS-CCSP-PY'22-35-01

PREVIOUS:
CONTRACT AMOUNT: CONTRACT NUMBER: INDEX CODE: CONTRACT PERIOD:
 \$603,165.00 WS-CC-PY'22-35-00 12235 July 1, 2022 – June 30, 2025

THIS AMENDMENT #01, hereinafter referred to as the "AMENDMENT," entered into between The College of the Florida Keys, hereinafter referred to as the "CONTRACTOR" and the South Florida Workforce Investment Board, hereinafter referred to as the "SFWIB," amends the Workforce Services Contract, hereinafter collectively with amendment referred to as the "CONTRACT" between the SFWIB and the CONTRACTOR dated July 1, 2022 and expiring June 30, 2025.

Article I, Section E, STATEMENT OF WORK/PROGRAM DESIGN AND SERVICE DELIVERY: is repealed and replaced with the following:

The Contractor agrees to render services in accordance with Exhibit A-1, Modified Statement of Work and Exhibit AA, Program Design and Service Delivery, attached hereto and incorporated herein.

The Contractor shall implement the Modified Statement of Work set forth in Exhibit A-1, and the Program Design and Service Delivery set forth in Exhibit AA, in a manner deemed satisfactory to the SFWIB, in its sole discretion. Any modification to the Statement of Work or the Program Design and Service Delivery

shall not be effective until approved, in writing, by the SFWIB.

Attachment 3, Exhibit A is repealed and replaced with Attachment 3-A, Exhibit A-1

Article II, Section C- Federal Funding Accountability and Transparency Act (FFATA) is repealed and replaced with the following:

Unique Entity Identifier Maintenance

The Federal Funding Accountability and Transparency Act ("FFATA") requires the full disclosure to the public of all entities or organizations receiving federal funds.

(a) *Definition.* Unique entity identifier, as used in this clause, means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at the System for Award Management (SAM) for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the SFWIB within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

Article III, Section A, PERFORMANCE: is repealed and replaced with the following:

Performance shall be defined as the Contractor having attained the goals and objectives set forth in this Contract, in accordance with **Exhibit A-1, Modified Statement of Work, Exhibit AA, Program Design and Service Delivery** attached hereto and incorporated by reference as if fully set forth herein. The Contractor shall be responsible for the recruitment, enrollment and placement of clients in a sufficient amount to assure that expenditure levels are met for the different funding streams.

Article IV, Section O, FINANCIAL CLOSEOUT: is repealed and replaced with the following:

The Contractor shall comply with all provisions of the SFWIB's **Financial Closeout Procedures, Exhibit C**, attached hereto and incorporated by reference herein, upon the expiration or termination of this Contract. The Contractor shall complete and submit the Financial Closeout not later than thirty (30) calendar days after the end of each fiscal year and a final year closeout not later than thirty (30) calendar days after the expiration or termination of this Contract. If the Contractor fails to submit the required closeout package and adequate supporting documentation by the specified due date, all costs included in the Financial Closeout may be disallowed by the SFWIB in its sole discretion.

Final line-item budget adjustment(s), by funding stream and function (administrative and programmatic), not including staff incentives shall be allowed to be submitted with the Financial Closeout, only if the variance(s) does not exceed ten percent (10%) of the amount budgeted in the line item and the net effect of the changes, in the total funding is zero.

Pursuant to the terms of this Contract and in consideration of the total amounts earned and paid to the Contractor for performance, upon submission of the Financial Closeout Package, the Contractor hereby remises, releases, and discharges the SFWIB, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever related to, under or arising from this Contract.

The Contractor's submission of the Financial Closeout Package is a complete release and waiver of any and all liability, claims or causes of action that allegedly resulted from engagement of and/or performance under this Contract and acknowledges the SFWIB has fully performed and satisfied any and all of its obligations due under this Contract.

Article IV, Section R, SALARY & BONUS LIMITATION

In compliance with Public Law 114-113, none of the funds appropriated in Public Law 114-113 or prior acts under the heading "Employment and Training" that are available for expenditures shall be used 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 114-113. The incurrence of costs and receipt of reimbursements for such costs under this Contract certifies that the Contractor has read and is in compliance with the above-noted special condition. This limitation shall not apply to vendors providing goods and services as defined in 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

As established by the Office of Personnel Management and set forth in the Salary Table, Rates of Pay for the Executive Schedule, effective January 2023, the Executive Level II salary is \$212,100.00, which can be found at the link below:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/executive-senior-level>

The Salary Table is updated annually by the Office of Personnel Management, the Contractor shall comply with the respective fiscal year rate during the contract term.

The Contractor shall complete and submit on or before **March 1st** of each program year during the contract term, an **Annual ETA Salary Cap Analysis-Certification Form**, as set forth in **Exhibit E, Reporting Requirements**, to SFWIB certifying that the highest paid employees charged to this Contract are within the salary and bonus cap limit. The latest Certification Form can be obtained from the SFWIB's Finance Unit. Along with the Certification Form, copies of IRS W-2 forms and supporting documentation showing that employees are within the cap limit shall be submitted to the SFWIB. If an employee exceeds the ETA annual salary and bonus rate cap, the Contractor must issue a check in the name of the "South Florida Workforce Investment Board" for the amount of unallowable salary and bonus in excess of the cap limit along with supporting documentation indicating the ETA funding streams affected.

All provisions in the CONTRACT and any attachments and exhibits thereto in conflict with this AMENDMENT shall be and hereby are changed to conform with this AMENDMENT.

All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original CONTRACT.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

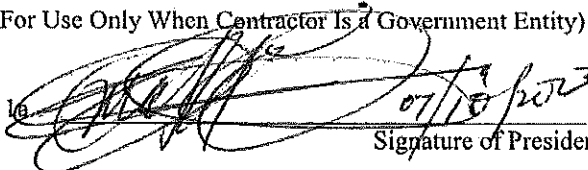
SIGNATORY FORM

THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURES FOR: The College of the Florida Keys
PROGRAM ENTITLED: "CareerSource center: Florida Keys"
CONTRACT NUMBER: WS-CCSP-PY'22-35-01
CFDA NUMBERS: WIOA AD: 17.258; WIOA DW: 17.278; WIOA RR: 17.278;
TANF: 93.558; SNAP: 10.561; UI: 17.225.

(These Signatures shall be the same as those names that appear in the List of Authorized Signatures Provided in the Operational Documents on file with the South Florida Workforce Investment Board)

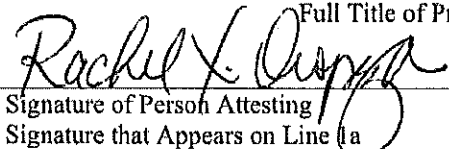
(For Use Only When Contractor Is a Government Entity)

1a.  07/13/2023 1b. _____
Signature of President or Vice-President

_____ Date _____ Date

2a. **Dr. Jonathan Gueverra** 2b. _____
Typed Name of President or Vice-President

3a. **President, The College of the Florida Keys** 3b. _____
Full Title of President or Vice-President

4a.  4b. _____
Signature of Person Attesting Signature of Person Attesting
Signature that Appears on Line 1a Signature that Appears on Line 1b

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD


Rick Beasley
Executive Director, SFWIB

7/13/23

Date

**MODIFIED STATEMENT OF WORK
THE COLLEGE OF THE FLORIDA KEYS
(FLORIDA KEYS)
WORKFORCE SERVICES
JULY 1, 2022 – JUNE 30, 2025**

I. Contractor Responsibilities:

- A. The Contractor is the entity that coordinates the delivery of required one-stop partners, and the management of the SFWIB CareerSource center(s). At a minimum, the Contractor shall:
1. Assist the SFWIB in developing and executing Memoranda of Understanding (MOU's) between required and other community based partners.
 2. Develop and execute an outreach plan in conjunction with the SFWIB to inform jobseekers, adult/dislocated workers, and businesses about workforce services.
 3. Coordinate staff and partner training on the SFWIB operational and programmatic policies and procedures.
 4. Provide policy recommendations to the SFWIB for review.
 5. Coordinate job fairs/specialized recruitments, obtain feedback and provide workshops participant and businesses.
 6. Maintain data integrity, confidentiality and compliance.
 7. Manage fiscal requirements and prepare monthly reports.
 8. Track and report operational and programmatic performance.
 9. Maintain compliance with the Americans with Disabilities Act and Equal Employment Opportunity guidelines.
- B. The Contractor is the entity that coordinates and delivers a fully integrated menu of workforce development services to employers and a host of potential job seekers to include, but not be limited to, the universal job seeker, Wagner-Peyser (WP), Temporary Assistance to Needy Families (TANF) eligible individuals/Career Advancement Program (CAP) participants, Supplemental Nutrition Assistance Program Employment and Training participants, Workforce Innovation and Opportunity Act (WIOA) Adults and Dislocated Workers, Re-employment Assistance formerly Unemployment Compensation, Reemployment Services and Eligibility Assessment Program, Trade Adjustment Assistance, Unemployment Compensation claimants, Veterans, Young Adults transitioning from foster care, individuals seeking specialized services such as professionals.
- C. The Contractor shall oversee the activities of approved partners in the CareerSource center and coordinate all specialized programs designed to deliver services in the most efficient and cost effective manner. This shall include coordination with the region's Access Points to provide workforce services.
- D. The Contractor is solely responsible for determining eligibility for services under this Contract as set forth in **Exhibit AA, Program Design and Service Delivery**, applicable federal and state laws, and the South Florida Workforce Investment Board's (SFWIB) Policies and Procedures. Services rendered to ineligible individuals are subject to disallowance as set forth in **Article IV, Section D-Return of Funds** of this Contract.

II. Staffing Requirements:

A. Contractor Staff:

1. In order for centers to deliver maximum value to workforce services participants, the revised Workforce Services Staffing Procedure Transmittal shall be adhered to as it ensures the hiring of qualified staff; the Transmittal may be accessed at:

<http://sharepoint.careersourcesfl.com/sites/web/Shared%20Documents/Transmittals%20and%20Directives/Workforce%20Services%20Personnel%20Standards%20Procedure%20Transmittal%20PY%2011-12%20approved%205-4-12v2.pdf> (<http://www.careersourcesfl.com/resources/>).

2. In an effort to deliver maximum value to workforce services participants, the SFWIB may deem it necessary to provide participants with access to Workforce Services in facilities outside of the center. The Contractor shall be responsible for the management of all staff assigned to facilities where Workforce Services are provided.

B. SFWIB Assigned Staff:

1. The Contractor shall be responsible for the management of Florida Department of Economic Opportunity (DEO) staff and expressly agrees that DEO staff shall provide WP employment services. Failure to comply with this provision may result in the removal/reduction of DEO staff from the Contractor's center.
2. The SFWIB may deem the assignment of supplementary personnel as operationally necessary to support the employment and training services of the Contractor. The SFWIB shall be responsible for recruiting, screening, selecting, and hiring supplemental staff, which includes, but is not limited to: TANF/RET and DEO staff. The SFWIB shall pay the employee placed in service for straight-time wages or salaries (no overtime), as applicable for up to and including forty (40) hours per week, per employee. The SFWIB shall determine the employee hourly rate of pay and work location.
3. Straight-time wages are payments for straight-time work hours. Straight-time work hours are defined herein as regularly scheduled work hours that are not subject to overtime or bonus pay. The SFWIB shall not pay for hours worked in excess of forty (40) hours per employee, per week. Any payment for hours worked in excess of the forty (40) hours per employee, per week shall be the sole responsibility of the service provider.
4. The SFWIB shall not reimburse or pay the Contractor for any DEO employee benefits; overtime or bonus pay.
5. The SFWIB shall enter into a memorandum of understanding with DEO for the delivery of employment services authorized by the federal Wagner-Peyser Act. This memorandum of understanding must be performance based.
6. Unless otherwise required by federal law, at least ninety percent (90%) of the WP funding must go into direct customer service costs.
7. Employment services must be provided through the one-stop delivery system, under the guidance of one-stop delivery system operators. One-stop delivery system operators shall have overall authority for directing DEO workforce. Personnel matters shall remain under the ultimate authority of DEO. However, the one-stop delivery system operator shall submit to DEO information concerning the job performance of employees of the department who deliver employment services. The department shall consider any such information submitted by the one-stop delivery system operator in conducting performance appraisals of the employees.
8. The SFWIB shall retain fiscal responsibility and accountability for the administration of funds allocated to the state under the Wagner-Peyser Act. An employee of the department who is

providing services authorized under the Wagner-Peyser Act shall be paid using Wagner-Peyser Act funds.

9. DEO serve as the first point of contact with the public seeking access to employment services who are knowledgeable about each program located in each one-stop delivery system center as well as related services. An initial determination of the programs for which a customer is likely to be eligible and any referral for a more thorough eligibility determination must be made at this first point of contact.
10. DEO staff will be used to establish an automated, integrated intake screening and eligibility process where customers will provide information through a self-service intake process that may be accessed by staff from any participating program.

C. Training of Staff:

The Contractor shall ensure that center staff is trained on:

- o All operational reports, implementation strategies that maximize performance outcome potentials to be cost-efficient, and utilizing dual enrollment or other strategies for optimal service delivery;
- o Required participant file contents;
- o Required training in serving Limited English Proficiency customers;
- o Required credentialing and skills standards; and
- o Tier I certification.

The Contractor shall:

1. Ensure that new staff is trained and that program specific trainings (i.e. WIOA, CAP, WP, etc.); other required trainings (i.e. Tier I, Security Awareness, hurricane preparedness, etc.)—set forth in **Article III, Section O-Training of Staff** of this Contract and in the SFWIB Credentialing and Skills Standards Policy—are conducted in a timely manner;
2. Ensure that all WIOA funded staff are Tier 1 certified within ten (10) business days of hire date. Attainment of the Tier I certificate requires completion of individual course work, as well as taking and passing each module test as required by DEO;
3. Coordinate all CareerSource center program trainings and the SFWIB's required trainings with the SFWIB's Training Coordinator;
4. Post all trainings on the SFWIB's internal training calendar;
5. Submit the Monthly Training Report updated with all programs and required trainings to the SFWIB's Training Coordinator by the 10th day of every month (See **Exhibit E, Reporting Requirements**); and
6. Follow the SFWIB's training priorities as identified by the SFWIB's Training Coordinator.

III. Program Service Locations:

The Contractor shall operate and manage the SFWIB CareerSource center(s). The location of the aforesaid CareerSource center(s) shall be subject to change by the SFWIB at any time for any reason, at the sole discretion of the SFWIB. If the location of the CareerSource center changes, the Contractor shall operate and manage that CareerSource center from the new location identified by the SFWIB. The SFWIB will be responsible for all relocation cost.

Exhibit A-1

The Contractor shall operate the following CareerSource center location(s):

- **Key Largo CareerSource center:** 103400 Overseas Hwy, Suite 239, Key Largo, Florida 33037.
- **Key West CareerSource center:** 1111 12 Street, Suites 307 and 308, Key West, Florida 33040.

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CSSF Balanced Scorecard Performance Requirement

The College of the Florida Keys Florida Keys center

Performance		
	Process Quality Measures	Standard
1	Training Completion Rate	75%
2	Training Related Placements Rate	75%
3	Credential Attainment	75%
4	Measurable Skills Gain	75%
5	Training Enrollments Rate	37
6	GAP All Family Participation Rate	50%
7	Career Advancement Program (CAP) Entered Employment Rate (EER)	40%
8	Wagner Peyser (WP) Entered Employment Rate (EER)	65%
9	WIOA Adult & Dislocated Worker EER	98%
10	Short-Term Veterans EER	50%
11	Employers Served (Employer Penetration Rate)	1195
12	Employer Served with Level 1 Services	777
13	Jobs Openings Filled Rate	65%
14	Referral Job Skills Match Average	80%
Outcome Measures		
15	Employment (Obtained Employment and Direct Job Placements)	951
16	Employed 1st Qtr After Exit	95%
17	Employed 2nd Quarter After Exit	95%
18	Employed 2nd Quarter After Exit	95%
19	Employed 4th Quarter After Exit	95%
20	Average Days to Employment	705
20a	DJP Average Days to Employment	458
20b	Obtained Average Days to Employment	167
21	Employment/Job Placement Average Wage	\$14.58
22	Cost Per Placement	\$2,235.82
23	Net Economic Benefit	\$28,091.00
24	Return on the Investment	\$12.56

QUALITY/ASSURANCE/PROCESS KEY INDICATORS	Standard	WORKFORCE ENHANCEMENT REPORT TOOL	
1	Outreach to Jobseekers	80%	Incomplete Registration Report
2	Work Registration - Initial Assessment	80%	Incomplete Registration Report
3	Work Registration - EMD/EM Complete Registrations	80%	Incomplete Registration
4	Quality of Job Seeker Referrals to Jobs	35%	Referral to Placement Ratio
5	Follow-up with Jobseeker Referrals to Jobs	10% or less	Referral to Placement Ratio
6	Manage Exits/Follow-up	55%	Soft Exits Application/Report
7	Manage Job Orders/Follow-up with Employers	90%	Job Order Report
8	Average Duration of Jobseekers Unemployed	12 months	Incomplete Registration Report/UI Tool
9	Manager TANF/CAP Caseload	80%	CAP Review Tool
10	Outreach to Employers-Employer Penetration Report	50% Increase	Employer Penetration Report
11	SNAP Engagement	20%	OSST