

**Agreement Terms and Conditions
South Florida Workforce Investment Board
dba CareerSource South Florida and
Better Health Better Pay Collaborative LLC**

This Agreement ("Agreement") is entered into by and between Better Health Better Pay LLC ("BHBP") South Florida Workforce Investment Board and dba CareerSource South Florida (CSSF), based in south Florida, as of the effective date (the date the last party signed the Agreement). Each Party named above shall be individually referred to in this agreement as "Party" or collectively, as "Parties."

I. PURPOSE OF THE AGREEMENT

Better Health Better Pay believes that meaningful employment is a critical part of people's health and social well-being. We contribute to health equity by connecting healthcare organizations and their members to our extensive employment services provider network. Our goal is to help jobseekers access career resources that will lead to employment opportunities, and in turn, greater economic and health prosperity.

Molina Healthcare, a health maintenance organization for people enrolled in Medicaid in Florida, has partnered with BHBP to design a pilot program that will help prepare Medicaid members for employment opportunities by identifying career counseling, job search, and/or job training resources in their local area, and by referring interested members to service delivery providers with a proven track record in serving individuals and families in need.

BHBP is therefore collaborating with CSSF to develop a pilot referral process and program model that would provide a range of career services to these members in the community. The expectation is that a successful pilot project may subsequently lead to a scaled implementation that would further strengthen the bridge between the Medicaid and the public workforce systems. A larger social benefit arises as well, which is the opportunity to explore and measure the efficacy of various workforce and social service strategies, and to contribute to the growing body of research evidence that associates employment and re-employment with better health.

II. SERVICES PROVIDED THROUGH THE AGREEMENT

- a) BHBP and CSSF are partnering via this agreement to promote career services to a minimum of 25 individuals who reside in the geographic area represented by CSSF.
- b) BHBP will establish a planning and technical assistance phase with CSSF to enable BHBP to develop and document a referral and workflow process that would:
 - i. Establish how Molina Health identifies an appropriate Medicaid member, refers that member to CSSF, and then tracks that participant as they

achieve pre-determined career service outcomes. CSSF has identified priority zip codes to meet its needs-based criteria as listed in Appendix A.

- ii. Identify which data points may be collected and reported without compromising PII (i.e., the identify of an individual that can be directly or indirectly inferred or linked or linkable to an individual).
 - iii. Identify participant performance measures and reporting requirements
 - iv. Coordinate with BHBP during the planning phase to plan for the administration of a baseline health and wellness questionnaire to participants at program enrollment and upon job placement. The intent of the health assessment survey is to correlate improved employment or reemployment status with improved health outcomes. This is a voluntary survey that participants can opt to participate in. BHBP will follow guidance from CSSF on how to administer and the ability of BHBP to encourage participation in the survey through the utilization of incentives.
- c) BHBP will schedule routine phone or video conference meetings during the planning phase to collect and assimilate the technical assistance provided by CSSF, and to share relevant information provided by Molina Health.
 - d) CSSF will receive informed referrals from Molina Health who will direct interested Medicaid members, ages 18 years and older, to a pre-determined CSSF contact point or person. These individuals will be processed according to CSSF policies and procedures. The range of available services includes but is not limited to career services, as defined in section *III. Career Services*, short-term occupational skills training, and work based learning activities, collectively referred to as the "Program."
 - e) CSSF will be responsible for the identification of relevant requirements and parameters of eligibility for the Program and will have sole responsibility for the selection of individuals who enroll and/or participate in the Program.
 - f) CSSF shall not discriminate against any person, applicant, or participant of the Program on the basis of age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, or any other unlawful basis. CSSF will comply with all applicable laws prohibiting discrimination.
 - g) CSSF will provide reports to BHBP as defined in section *IV. Report Metrics*

III. CAREER SERVICES

Career Services, defined as services that can assist participants in acquiring information, knowledge and competencies that enhance individual career

development, academic success and employability. Career services consists of three types:

- a) Basic career services (includes but is not limited to):
 - i. Outreach, intake (including worker profiling), and orientation to information and other services available through CSSF's one-stop system.
 - ii. Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs.
 - iii. Labor exchange services, including: (1) Job search and placement assistance, and, when needed by an individual, career counseling, including (a) Provision of information on in-demand industry sectors and occupations and (b) Provision of information on nontraditional employment.
 - iv. Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including (1) Job vacancy listings in labor market areas (2) Information on job skills necessary to obtain the vacant jobs listed; and (3) information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs.
 - v. Provision of performance information and program cost information on eligible providers of education, training, and workforce services by program and type of providers.
- b) Individualized career services (includes but is not limited to):
 - i. Group counseling
 - ii. Individual counseling
 - iii. Career planning
 - iv. Short-term pre-vocational services including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training.
 - v. Workforce preparation activities
- c) Follow-up services, as appropriate.

IV. REPORT METRICS

- a) CSSF will monitor the Participant Performance Indicators in Table 1 and provide reports summarizing the results, as follows:

| Reporting Period | Due Date |
|------------------|----------|
|------------------|----------|

| | |
|--|---|
| Effective date of agreement through January 31, 2024 | September 15, 2023 December, 1, 2023 January 31, 2024 |
|--|---|

| No. | Table 1: Participant Performance Indicators |
|-----|--|
| 1. | Number of participants referred to CSSF |
| 2. | Number of participants that participate in intake and application activities |
| 3. | Number of participants that receive one or more career services activities |
| 4. | Number of participants that enter into training services |
| 5. | Number of participants that complete training services |
| 6. | Number of participants that enter part-time or full-time employment |
| 7. | Median wage at point of hiring, if applicable |
| 8. | Name of sector(s) connected to job placements |
| 9. | Number of credentials or measurable skills gains, if applicable |
| 10. | Number of participants who retain employment 6 months after program exit. |

b) CSSF will monitor the Social Impact Indicators in Table 2, from the effective date of the agreement through December 31, 2023.

| No. | Table 2: Social Impact Indicators |
|-----|---|
| 1. | Number of participants that receive career services between the following age ranges: 18-26; 27 and above |
| 3. | Number of participants who indicate a disability |
| 4. | Current employment status |
| 5. | Number of participants with a felony conviction |

| | |
|-----|---|
| 6. | Number of participants who are pregnant or have dependent child |
| 7. | Number of participants who are homeless or in shelter |
| 8. | Number of participants who receive Food Stamps (SNAP) |
| 9. | Number of participants who receive TANF/Cash assistance |
| 10. | Number of participants who are in Foster Care/Aged out |
| 11. | Number of participants who have reliable transportation |

c) Other Reporting

- i. Identify a success story that can be used for potential future media coverage, press release – cobranded with BHBP and Molina Health. Due dates shall follow IV.a unless a different reporting schedule is agreed upon by all parties.
- ii. As applicable, CSSF will participate in public relations and media events promoting this program in coordination and cooperation with BHBP and/or Molina Health.

V. PAYMENT TERMS

CSSF will use the below funds at its discretion to support activities that further the objectives detailed in Sections I-II. Payments will be based on the achievement of the below milestones:

| Invoice Date | Description of Milestones | Invoice Amount |
|--|--|----------------|
| September 1, 2023 | Planning Phase/ Technical Assistance Provision to establish informed referral process | \$15,000 |
| January 31, 2024 or achievement of milestone, if later date. | Trial run: acceptance of minimum of 25* members and enrollment into career services to prepare the candidate for referral to employment opportunities. | \$10,000 |
| Total | | \$25,000 |

* Achievement of milestone will be provided via reporting of Participant Performance Indicators as defined in IV.a.

VI. CONFIDENTIALITY OF RECORDS

Parties will comply with the privacy and security provisions of applicable state and federal laws.

VII. INTELLECTUAL PROPERTY

- a. Each Party recognizes and acknowledges that the other Party owns or may own certain intellectual property that was not developed specifically for or funded for a purpose contemplated herein, but which may be used in connection with the services contemplated under this agreement, ("Independent Intellectual Property"), and agrees that all such Independent Intellectual Property shall, as between the Parties, remain the sole property of the originating Party. Each Party acknowledges and agrees that, except as required by this Agreement, no Party is obtaining rights to any other Party's Independent Intellectual Property as a result of this Agreement, unless expressly agreed to by the Party owning such Independent Intellectual Property. No Party shall use the name, symbol, or mark of another Party without such Party's prior written consent.

VIII. REPRESENTATIONS AND WARRANTIES; AUTHORITY; INDEMNIFICATION; LIMITATION OF LIABILITY

- a. Authority. Each Party represents and warrants to the other Party that its performance of this Agreement will not breach any other agreement or obligation by which it is bound, and that it has all rights, consents and licenses necessary to fulfill its obligations to the other Party hereunder.
- b. Indemnification
 - i. Indemnification. Each Party ("Indemnifying Party") shall defend, indemnify and hold harmless the other Party and the other Party's respective affiliates, successors and assigns, officers, directors, trustees, employees, permitted subcontractors, representatives, and agents (the "Indemnified Parties") from and against any and all losses, liabilities, damages, fines, penalties, costs, or expense (including reasonable attorneys' fees and other expenses of litigation) (collectively, "Loss" or "Losses") arising or resulting from any claim, action, suit, or other proceeding (collectively, "Claims") to the extent such Losses result, arise, or relate to (a) the Indemnifying Party's material breach of any of its representations under this Agreement, (b) any act, omission, negligence or willful misconduct of the Indemnifying Party in performing its activities under the Agreement (including but not limited to for CSSF any traffic or moving accidents involving the Vehicle resulting in personal injury, death, or damage to property), or (c) the activities performed by or on behalf of the Indemnifying Party, including by any subcontractor. This indemnification provision does not apply to a direct claim by one Party against the other Party.
 - ii. Notice to Indemnifying Party. If any Indemnified Party receives notice of any claim or other commencement of any action or proceeding with respect to which the Indemnifying Party is obligated to provide indemnification pursuant to this section, the Indemnified Party shall,

within fifteen (15) days of receiving such notice or the commencement of any such action or proceeding, give the Indemnifying Party written notice thereof, including without limitation a description of such alleged Losses. Such notice shall be a condition precedent to any liability of the Indemnifying Party for indemnification hereunder unless the Indemnified Party can prove that its failure to give such timely notice does not and will not in any manner prejudice the Indemnifying Party or diminish or waive any rights that the Indemnifying Party may have.

- iii. Defense by Indemnifying Party. The Indemnifying Party shall have the right to control the defense thereof with counsel of its choice as long as such counsel is reasonably acceptable to the Indemnified Party; provided that any Indemnified Party shall have the right to retain its own counsel at its own expense for any reason. The Indemnified Party, its employees, and agents, shall reasonably cooperate with the Indemnifying Party and its legal representatives in the investigation or defense of any Losses or Third Party Claims covered by this Section.
- iv. Settlement. The Indemnified Party shall not settle or compromise any claim by a third party for which it is entitled to indemnification hereunder, without the prior written consent of the Indemnifying Party.
- c. Limitation of Liability. In no event shall any Party be liable to any other Party to this Agreement hereunder for incidental or consequential damages of any kind, including lost profits, regardless of whether such Party shall be advised, shall have other reason to know or in fact shall know of the possibility of the foregoing. This section shall survive any termination of this Agreement.

IX. INSURANCE

Except as set forth herein, CSSF shall maintain in force throughout the Term, a program of insurance that satisfies the criteria set forth below, provided, CSSF has the right, in its sole discretion, to self-insure in part or in whole for any such coverage:

- a. General Liability.
 - i. Each Occurrence \$1,000,000
 - ii. Products/Completed Operations Aggregate: \$2,000,000
 - iii. Personal and Advertising Injury: \$1,000,000 General Aggregate: \$2,000,000
 - iv. Premises and vehicle operations coverage, contractual liability coverage, personal injury coverage, products and completed operations coverage and coverage for independent contractors. The other Parties and their affiliates shall be additional insureds.

v. Umbrella Liability Coverage with a minimum of not less than \$2,000,000.

b. Workers' Compensation. As required by applicable state law, including voluntary compensation. Employment Practices Liability of \$1,000,000.

c. For the purposes of section VIII, b. i. Indemnification language in the insurance policies and endorsements of "per written contract" is sufficient and neither party is required to list the other as an Additional Insured on their insurance policies.

X. TERMS OF AGREEMENT; TERMINATION

a. Term. This Agreement shall become effective on the date the last party signs the Agreement (effective date) and shall continue through the later of November 24, 2023 or the final disbursement of funding.

b. Termination Without Cause. This Agreement may be terminated by any Party acting in its sole discretion upon 30 days prior notification.

XI. Execution of Agreement

Signatures by the below parties are required to effectuate this Agreement:

Better Health Better Pay
Collaborative LLC

Organization

Signature

Anne M. Rascón

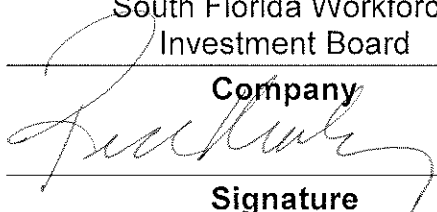
Printed Name

Executive Director

Title

Date

South Florida Workforce
Investment Board

Company


Signature

Rick Beasley

Printed Name

Executive Director

Title
8/14/23

Date

APPENDIX- A Targeted Zip Codes provided by CareerSource South Florida for Molina member identification.

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| 33010 | 33127 |
| 33012 | 33130 |
| 33013 | 33135 |
| 33016 | 33136 |
| 33030 | 33137 |
| 33032 | 33139 |
| 33033 | 33142 |
| 33034 | 33147 |
| 33043 | 33150 |
| 33054 | 33157 |
| 33055 | 33161 |
| 33056 | 33167 |
| 33125 | 33177 |
| 33126 | 33181 |

