

**STATEMENT OF WORK
WORKFORCE SERVICES
PY'17-18**

I. INTRODUCTION

The Contractor does hereby agree to provide workforce services as described herein in compliance with the conditions herein stated for the effective period of **July 1, 2017, through June 30, 2018**. The Contractor shall provide access to workforce services that increase the employment, retention, and earnings of customers and meet the workforce preparation needs of the region through a menu of services that may be accessed through one, two, or more programs with dual enrollment strategies to optimize service delivery.

- A. The Contractor shall maintain an establishment that meets the needs of employers and job seekers as well as providing outreach activities to the community.
- B. The Contractor shall provide workforce services in the areas of, but not be limited to, job placement, job creation, job retention, self-sufficiency determination, career management, and follow-up to employers and job seekers to ensure long-term success through self-sufficiency, while achieving the contracted performance outcomes.
- C. The Contractor shall operate and manage the South Florida Workforce Investment Board (SFWIB) CareerSource center. The location of the aforesaid CareerSource center 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. SFWIB will be responsible for all relocation cost.
- D. The Contractor shall manage all CareerSource center staff in accordance with **Article X** of this Statement of Work.
- E. The Contractor shall deliver 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, Temporary Assistance to Needy Families (TANF) eligible individuals/Career Advancement Program (CAP) participants, Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) participants, Workforce Innovation and Opportunity Act (WIOA) Adults and Dislocated Workers, Re-employment Assistance (RA) formerly Unemployment Compensation, Reemployment Services and Eligibility Assessment Program (RESEA), (UC) claimants, Veterans, Young Adults transitioning from foster care, individuals seeking specialized services such as professionals, and Trade Adjustment Act (TAA). 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.
- F. The Contractor is solely responsible for determining eligibility for services under this Contract as set forth in this Statement of Work, applicable federal and state laws, and the SFWIB's Policies and Procedures. Services rendered to ineligible individuals are subject to disallowance as set forth in **Article IV, Section D** of this Contract.

II. WORKFORCE SERVICES

- A. The main goal of Workforce Services is Job Placement either in the form of a Direct Job Placement (DJP), Job Development DJP or Obtained Employment.
 1. **Direct Job Placement**
Federal regulation 20 CFR 651.10 defines a Placement (**herein referred to as "Direct Job Placement or DJP"**) as the hiring, by a public or private employer, of an individual referred by the employment office for a job provided that the employment office completed all of the following steps:
 - a. Prepared a job order form prior to referral, except in the case of a job development contact on behalf of a specific applicant;

- b. Made prior arrangements with the employer for the referral of an individual or individual(s);
- c. Referred a fully registered individual who may or may not be specifically designated by the employer, except for referrals on agricultural job orders for a specific crew leader or worker;
- d. Verified from an acceptable source (i.e. New Hire Report, Wage Credit or Work Number), signed employment verification from the employer that the individual had entered on a job (for staffing agencies the job seekers must have been assigned to a worksite and have earned wages); and
- e. Appropriately recorded the placement.

2. Job Development DJP

The Code of Federal Regulations, specifically Title 20 Part 651.10 provides that a job development means the process of securing a job interview with a public or private employer for a specific applicant for whom the local office has no suitable opening on file.

If there is no suitable opening on file in the Job Bank system, staff should make job development attempts (contacts) on behalf of the fully registered job seeker. The job development attempt should be recorded on the job seeker's activity service plan in the Management Information System (MIS). Job development attempts (contacts) should be documented on the job seeker's case notes screen listing the employer's name, date and other relevant information.

If staff later learns that the customer was hired on the job to which a job development attempt was made, then the staff person should write a job order and take credit for the placement. Once the job order is written to reflect the hire, it must be matched against the job development referral that was previously entered on the job seeker's services screen. The job order and subsequent hire must be in the same field as the job development attempt.

3. Obtained Employment Credit

An Obtained Employment (OE) refers to those fully registered individuals who secure employment within 180 calendar days of receiving one or more services which are wholly or partially funded by the state employment service agency, but the placement does not meet the federal definition for a "DJP". Credit for an Obtained Employment may be claimed for any participant who has received any Wagner-Peyser (WP) reportable service(s), and has a job start date, where both service and start date fall within 180 days from the date the obtained employment is recorded. **Staff must obtain written verification that the customer has started working prior to taking credit for an obtained employment.** Notification of a hire date will not suffice for securing obtained employment credit.

B. Workforce Services to Businesses

Workforce Services to businesses is a critical component of the Workforce Services delivery system. The service provides a direct value to a business while enhancing the ability of the workforce system to achieve optimal levels of job placement and job placement assistance. The services provided to a business shall be designed to increase the employer penetration rate, increase the repeat business customer rate, and increase the retention rates with the same employer while improving job development and matching process for job seekers. "Job Placement" shall be the main focus of the outcome.

The Contractor's Employer Services staff's (i.e. Employer Specialists and Placement Specialists) focus shall be on business development, major job fairs, specialized recruitments, mass hiring, promotion of business incentives including Customized Training Programs (CT), Employed Worker Training (EWT), On-the-Job Training (OJT), Paid Work Experience (PWE), Transitional Jobs (TJ), and Entrepreneurial and Self-Employment Training (ESET).

The Contractor's Employer Services staff shall interact with the business community to address its current and anticipated labor needs, educate the business community about the services available through the SFWIB, and continually assess said needs for timely service delivery.

The Contractor's Employer Services staff shall partner with and/or join economic development agencies, chambers of commerce, industry focus groups, major job fairs, promotion of EWT, CT and implement the SFWIB's Strategic Plan.

1. The Contractor shall:
 - a. Conduct outreach and provide employer services to new (not served within current Program Year) businesses to increase employer penetration rate;
 - b. Conduct outreach and provide employer services to existing businesses to increase the repeat business customer rate;
 - c. Enter employer contact information into Salesforce and record all services provided to employers in EF, the Customer Relationship Management (CRM) system, and other systems as designated by the SFWIB;
 - d. Submit a Salesforce survey business plan to the SFWIB/CSSF Business Services Unit before the end of the first quarter of the program year;
 - e. Ensure that the designated CareerSource center staff develops job placement opportunities for job seekers and converts these opportunities into job orders;
 - f. Ensure Center Director and staff provides services to businesses in a professional manner, while utilizing the highest standards of ethics. Said services shall be appropriate and delivered timely under the direction and supervision of the Center Director;
 - g. Participate in Salesforce training and webinars;
 - h. Send a Salesforce survey to each employer serviced utilizing the procedures as outlined on the Salesforce website;
 - i. Submit progress reports on survey activity on a quarterly basis to the SFWIB/CSSF Business Services Unit. Maintain a minimum of thirty percent (30%) employer response rate to surveys.
 - j. Provide customized services to meet the specific needs and criterion of each business;
 - k. Provide and maintain standardized service delivery in accordance with Federal, State, and the SFWIB's Policies and Procedures;
 - l. Develop and coordinate training services for businesses;
 - m. Develop and coordinate community service and work experience worksites;
 - n. Develop and coordinate, at a minimum three (3), specialized recruitments per month for businesses within the One Community One Goal (OCOG) targeted industries;
 - 1) Identify and prepare job seekers to be job candidates by providing individualized services (i.e. work preparation activities);
 - 2) Prioritize submission of qualified candidate resumes to the SFWIB's Business Services Representative for time-sensitive special project and recruitment initiatives; and
 - 3) Develop and coordinate recruitments through the posting of job orders, conducting job fairs, providing space for on-site interviews and skill matching, etc.
 - o. Develop and coordinate opportunities for program participants through established relationships with businesses in Miami-Dade and Monroe Counties;

- p. Provide skill testing and screen potential employees for employers through software tools to evaluate skill sets, abilities and qualifications that meet the business needs;
 - q. Job match qualified job seekers and program participants who meet the business' minimum requirements;
 - q. Provide follow-up services to businesses to assess satisfaction with services received; document and share results with the SFWIB/CSSF Business Services Unit;
 - r. Provide leads of companies who may be interested in information on tax credits and financial incentives for available training services such as the EWT and OJT;
 - s. Coordinate with staffing agencies and other organizations that provide placement services to ensure adequate employment opportunities exist for job seekers and program participants;
 - t. Coordinate with the SFWIB's Reemployment and Emergency Assistance Coordination Team (REACT) Coordinator to conduct rapid response activities for businesses that are faced with mass lay-offs, downsizing or closing;
 - u. Provide follow-up services on job orders using Employ Florida (EF) and document a case note in the system;
 - v. Promote and develop high-skill, high-wage employment opportunities, which meet the self-sufficiency standard for the region; and
 - w. Actively engage in and promote all regional industry/business initiatives as determined by the SFWIB.
2. For Other Training activities the Contractor shall:
- a. Track other training services including enrollment, training progress, completion, and reimbursement information by reviewing all systems pertinent to the program funding stream;
 - b. Spend at least 40 percent of the training dollars allocated in this Contract on PWE and OJT, during the contract period;
 - c. Ensure the Center Director fully reviews drafts of OJT agreements for accuracy, compliance, and accountability prior to execution;
 - d. Ensure OJT agreements are not initiated within 30 days of contract termination; any exceptions will be at the sole discretion of the SFWIB;
 - e. Reimburse the business as set forth in the SFWIB OJT Policy (Section VIII (C) (10)) and the SFWIB's OJT Procedures;
 - f. Reimburse the business at the time of completion for any CT, EWT and ESET certificates awarded as set forth in the SFWIB's Policies and Procedures;
 - g. Obtain the appropriate signatory for the business on all agreements, including, but not limited to, CT, EWT, OJT, PWE, and ESET as set forth in the SFWIB applicable Policies and Procedures;
 - h. Cooperate with the SFWIB/CSSF Business Services Unit to reconcile discrepancies and other training services-related issues;
 - i. Be solely responsible for ensuring the participant(s) is eligible for the applicable funding stream in accordance with federal and state laws, and the SFWIB's Policies and Procedures;

- j. Be solely responsible for ensuring the business is eligible to enter into an SFWIB-funded agreement in accordance with federal and state laws, and the SFWIB's Policies and Procedures;
- k. Be solely responsible for payment to the business with whom the agreement was entered into by the Contractor; in the event the Contractor refers ineligible program participants to any SFWIB-funded OJT, EWT, TJ, CT, PWE, or ESET agreement; and
- l. Be solely responsible for payment to the business with whom the agreement was entered into by the Contractor, in the event the Contractor fails to enter the required participant information into the appropriate Management Information Systems (MIS) for the SFWIB-funded OJT, EWT, CT, TJ, PWE, or ESET agreements.

C. Job seeker Services

Intake and Eligibility for Services shall be conducted before receipt of Basic, Individualized, and Follow-up services. Each of these services shall be made available to eligible job seekers. The Contractor shall provide these job seeker services following the **Talent Development Flow Process** (set forth in **Attachment 1**) as follows:

1. **Intake** – Intake is the collection of required documentation from job seekers. The intake process includes, but is not limited to:
 - a. General orientation: provides the job seeker with information pertaining to the services that are provided at the centers.
 - b. Initial application: basic demographic and background information is collected; it also identifies employment barriers and specifies skill levels and gaps in specific areas. The initial application is accessible to the job seeker through the kiosk. **All** new registrations should be via the kiosk and include the creation of an electronic case file.
 - c. Full EF registration: requires the job seeker to complete a full registration in the Employ Florida (EF) database. Full EF registration is defined as a registration for work consisting of a complete and accurate Background (Education Profile + Employment History) + active (viewable to employers) Resume.
 - d. Literacy, numeracy, and skills testing will be determined using an assessment approved by the SFWIB.
2. **Eligibility of Services** – The Eligibility of Services is the determination of whether individuals are eligible to receive assistance under WIOA. Eligibility of Services is made upon reviewing documents collected during intake and shall be used to assist staff in determining if the participant is eligible for enrollment under WIOA. Staff should use all available resources to then to reduce the amount of information requested from the participant to determine eligibility. Referral to Services shall ensure emphasis is placed on identifying barriers to employment, opportunities to improve skills and ways to acquire credentials and assist in the development of career pathways for talent pipelines, which results in better job candidates and employment outcomes.
3. **WIOA Services** – WIOA Services can be informational in nature or service intensive. Staff should make every attempt to enroll eligible participants in WIOA to help increase the possible options that could be available for that participant. WIOA services include but are not limited to:
 - a. Labor exchange services: This service provides job seekers with job search and placement assistance, and in appropriate cases, career counseling, which includes information on in-demand

industry sectors and occupations. Additionally, these services provide job seekers with information on non-traditional employment and specialized recruitments targeting specific occupations or industries.

- b.** Current Labor Market Information (LMI): Job seekers are provided the most current labor market information available in an easy to understand readily and accessible format. The information includes job vacancy listings, job skill requirements necessary to obtain the job, information relating to local opportunities and earnings, and opportunities for advancement in such occupations.
- c.** Information and referrals on specific programs and services available in the community: Referrals are made to and activities are coordinated with other programs and services including other service or resource partners and vendors, to provide ancillary services within the one-stop delivery system and in appropriate cases, other workforce development programs; referrals shall be done through the Universal Referral Form.
- d.** Information and assistance regarding filing Re-employment Assistance (RA): The Contractor must provide meaningful assistance to individuals seeking assistance in filing a Re-employment Assistance claim. Meaningful assistance means: (a) providing assistance on-site using staff well trained in Unemployment Compensation claims filing and the rights and responsibilities of claimants; or (b) providing assistance through trained and available staff, by phone or via other technology, within a reasonable amount of time. Assistance must be made available to job seekers who come into the CareerSource centers for assistance in filing a RA claim and job seeker have been identified as having barriers to filing a claim without assistance, such as those individuals who have been identified as having limited English proficiency or disabilities.
- e.** Performance, cost information: Information about performance accountability measures and any additional performance information relating to the center's delivery system is provided in usable and understandable formats and languages.
- f.** Supportive service information: This service provides referrals to resources available through the SFWIB and/or the community to help reduce and/or eliminate barriers to employment. These services include: transportation, child care, dependent care, housing and needs-related payments that are necessary to enable an individual to participate in authorized activities.
- g.** Comprehensive Assessment: Each job seeker who is eligible for services shall receive comprehensive and specialized assessments of their skill levels and service needs, which include diagnostic testing and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals. This process is intended to assist participants in identifying strengths, transferable skills, interests, work values, and priorities. This comprehensive objective assessment process underlies the development of an employment plan, which serves as each participant's road map to services and should include the participant's employment goals.
- h.** Individual Employment Plan: An individualized employment plan will be developed to identify the employment goals, achievement objectives, and appropriate combination of services or steps for the participant to achieve employment goals. The employment plan includes information on eligible training services providers and career pathways to attain career objectives.
- i.** Prevocational Services (Employability Skills): Short-term prevocational services include assisting the participant in developing of any the following: learning skills, communication skills,

interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training opportunities.

- j.** Out-of-area Job Search: This service provides job seekers with out-of-area job search and relocation assistance.
- k.** Internship/Work Experience: An internship is when a participant works in an organization, sometimes without pay, in order to gain work experience or satisfy requirements for a qualification. Contractors may coordinate internship opportunities within the private for profit sector, non-profit sector, or public sectors. Regardless of the sector chosen, labor standards will apply in any work experience setting where there is an employee/employer relationship, as defined by Fair Labor Standards Act.
- l.** Workforce Preparation: This service includes activities, programs, or services designed to help an individual acquire a combination of basic academic, critical thinking, digital literacy, self-management skills, and competencies in utilizing resources, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, training or employment.
- m.** Paid Work Experience (PWE): Paid Work Experience is career preparation for participants at a worksite. It is designed to expose participants to careers and jobs, help participants develop pre-employment and work maturity skills and build occupation knowledge and technical skills by doing real work. This work facilitates active learning, exploration of interests; development of research and project based skills, development of teamwork skills, assists participants with making connections between workplace duties and related coursework, and provides participants with training about workplace safety and other issues.
- n.** Financial Literacy Services: This service provides participants with information pertaining to creating household budgets, initiating savings plans, and making informed financial decisions about education, retirement, home ownership, wealth building, and other savings goals. This service affords job seekers with the opportunity to learn effective spending management methods, including addressing credit card debt. Financial Literacy Services include activities that address the financial literacy needs of non-English speakers, including the development and distribution of multilingual financial literacy and education materials.
- o.** English Language Acquisition: If it is determined that the job seeker needs the interpretive services to utilize the resources of CareerSource South Florida then an appropriate referral shall be made. The Contractor shall provide services in accordance with the SFWIB's Limited English Proficiency Policy.
- p.** Support Services: The Contractor shall provide, coordinate, and pay for support services for job seekers when a funding source so allows, but the Contractor shall only be authorized when: (1) a need has been identified; (2) the program participant is in compliance with all program requirements; (3) the participant will not be successful without this service(s); and (4) no other funding is available to pay for such services. The provision of support services shall be managed cost efficient manner. Referrals for support services shall be made to community agencies when the funds are not available. These services are subject to funding availability in accordance with the SFWIB's established Policies and Procedures. Referrals shall be done through the Workforce Management System (WFMS). Supportive services may include but are not limited to transportation assistance, training materials or other SFWIB approved items.

4. Training Services – Contractors may assist job seekers in obtaining training at any approved training vendor and that training shall be paid through an Individual Training Account.

a. Individual Training Accounts (ITA)

1. The Contractor shall provide training services to individuals who meet the eligibility requirements after an interview, evaluation or assessment, and career planning has demonstrated employment could not be retained nor obtained, and be determined to be in need of training services by only receiving career services and have the skills and qualifications to successfully participate in a selected program, select programs that are directly linked to employment opportunities in the region and are unable to obtain other grant assistance or need assistance above the levels provided by such other grants. Training services shall be administered in accordance with the SFWIB's ITA Policies and Procedures.
2. The Contractor shall adhere to the SFWIB's procedures regarding WFMS data reconciliation between Training Vendors and Workforce Services Contractors.
3. The Contractor shall individually assess eligible participants for training prior to the issuance of an ITA voucher. In an effort to assist participants in selecting a training program that he/she is likely to succeed in, which would ultimately contribute to the attainment of economic self-sufficiency, consideration will be given to a participant's academic and employment background as well as short- and long-term career interests during the assessment process.
4. Upon the participant's selection of an occupational training area, the Contractor shall furnish him/her with a Consumer Report Card showing the performance (e.g., completion, placement, and training-related placement rates) of Training Vendors' programs linked to that occupational training area.
5. The Contractor shall ensure that all participants requesting training using an ITA apply for the Pell Grant (Title IV) by completing the Free Application for Federal Student Aid (FAFSA).
6. The Contractor shall inform the participant if he/she is not Pell eligible, the school is not Title IV eligible or will be required to obtain student loans and/or other financial aid to cover the cost of the program not covered by the ITA.
7. The Contractor shall issue vouchers for training within the same Program Year in which service(s) was/were rendered.
8. The Contractor shall track participants' training progress, including enrollment, completion, and placement information, in the applicable Management Information Systems.
9. To promote the entry of consistent and accurate data in the WFMS, the Contractor shall cooperate with Training Vendors to resolve and reconcile discrepancies in participant's data in the Reconciliation Tool. **The contractor shall conduct a monthly review/reconciliation of all ITA's.**
10. Trainings offered include, but are not limited to:
 - i. Vocational/Occupational Skills Training (OST); and
 - ii. Adult Education and Literacy Combined with Vocational/OST Training.

11. Upon completion of training services, the Contractor shall assist participants in securing employment in the field that he/she was trained, or a related field.
12. It is the sole responsibility of the Contractor to ensure that participants are eligible to receive ancillary services and have been entered into the appropriate Management Information Systems prior to referral.

b. Other Training Services

The Contractor shall offer an array of training services to eligible job seekers and employed workers. The Contractor shall administer training services in accordance with the SFWIB's applicable Policies and Procedures.

Trainings offered include, but are not limited to:

1. Employed Worker Training (EWT) is provided to an employer's current staff to improve workforce quality through enhanced skills attainment, productivity and competitiveness. The employer may be reimbursed a percentage of the total training costs for workers that successfully complete training (as set forth in the SFWIB's Policy for EWT).
2. Customized Training (CT) is designed to meet special requirements of an employer(s) that is conditioned on a commitment from the employer(s) to employ, or continue to employ an individual. Upon successful completion of the training, the employer pays a percentage the training costs (as set forth in the SFWIB's Policy for CT).
3. On-the-Job-Training (OJT) provides an opportunity for participants to learn necessary job skills through paid full-time employment.
4. Paid Work Experience (PWE) is another form of work-based training authorized by WIOA. PWE jobs are subsidized, time-limited transitional work experiences in the public, private or nonprofit sectors, for individuals with barriers to employment who are chronically unemployed or have an inconsistent work history, which are combined with comprehensive career and supportive services.
5. Entrepreneurial and Self-Employment Training (ESET) provides the basics of starting and operating a small business.

c. Training Participation Requirement

The Contractor agrees to expend one-hundred percent (100%) of the Workforce Innovation and Opportunity Act (WIOA) funds allocated for authorized training. Authorized training may include: EWT, CT, OJT, PWE, and ITA expenditures. ITA training expenditures are limited to tuition, books and fees of Training Vendors and other training services prescribed and authorized by the WIOA and the SFWIB. Any unearned funds will be pooled and disbursed equally amongst providers who exceeded their target training goals set forth in **Attachment 3-Balanced Scorecard Performance**.

D. Essential Services

The Contractors shall offer an array of services to eligible job seekers and employed workers. The Contractor shall administer:

1. TANF

TANF dollars may be utilized for individuals who are eligible for TANF, but are not currently receiving cash assistance. TANF dollars shall only be utilized to serve one of the four purposes of TANF. Individuals shall be screened for eligibility prior to issuance of services.

2. Services to Individuals with Disabilities

The Contractor shall provide services to individuals with disabilities as set forth in **Article II, Section T** of this Contract, the SFWIB's Services to Individuals with Disabilities Policy, and as set forth below:

- a. The Contractor shall assure that programs and activities under this Contract are accessible to and does not discriminate against individuals with disabilities;
- b. The Contractor shall ensure that the physical facilities utilized under this Contract are accessible to individuals with disabilities;
- c. The Contractor shall designate a Disability Coordinator to establish and implement internal procedures to ensure the Contractor and operational staff are knowledgeable about and comply with the **Article II, Section T**, of this Contract; and
- d. The Contractor shall upload the Disability Coordinator's Report into the SFWIB's Intranet no later than the **5th** of each month. (See **Exhibit E, Reporting Requirements**).

3. Professional Placement Network (PPN) Workshops/Seminars

The Professional Placement Network (PPN) is a program designed to transition professional job seeker(s) into the workforce or to a meaningful career change:

The Contractor shall designate one employee to actively engage, track, and refer qualified individuals to PPN workshops, and provide job-matching, job referrals, job development, and follow-up services for professionals. PPN designated staff will coordinate activities with the Re-employment Assistance Specialist (REA) and actively join/assist the SFWIB's PPN Coordinator with the PPN workshops and provide outreach to professionals at community colleges, universities, or other educational institutions.

4. Follow-up Services

After a service(s), the Contractor shall follow-up with participants to ensure that they are on track with their employment plan and offer additional service(s) to retain employment. The Contractor shall provide at least one follow-up service within every ninety (90) days and as required by federal, state, and the SFWIB's Policies and Procedures. These services are offered to help participants overcome any barriers to employment and place them into employment that will lead to self-sufficiency.

5. Job Retention Services

After job placement, the Contractor shall follow-up with participants to ensure that they are employed and retain employment. Job retention assistance shall be provided for not less than twelve (12) months after the first day of employment. These services are offered to help participants placed into employment overcome any problems that may arise during this critical period and to ensure further progress toward long-term employment and, therefore, self-sufficiency.

III. PERFORMANCE REQUIREMENTS

Applicable workforce performance requirements are established by federal and state laws, CareerSource Florida and the SFWIB.

The Balanced Scorecard is a performance metric tool to assist the Area in exceeding federal performance requirements and the State of Florida Common Performance Measures as well as serving all individuals seeking assistance. The purpose of the SFWIB's Balanced Scorecard is to strengthen its workforce service delivery system and increase its effectiveness and efficiency by simplifying complex measuring systems, integrating multilevel performance indicators and focusing on the basics such as employment outcomes and self-sufficiency.

- A. The Contractor shall ensure that center staff is trained on all Balanced Scorecard Measures, implements strategies that maximize performance outcome potentials to be cost-efficient, and utilizes dual enrollment or other strategies for optimal service delivery.
- B. The SFWIB shall track the performance of the Contractor against established and approved performance standards as described in **Attachment 3-Balanced Scorecard Performance and Attachment 4-Balanced Scorecard Report Specifications**. If the Contractor does not satisfy a minimum of **sixty-five (65)** percent of the performance measures (standards) for the reporting period, the SFWIB at its exclusive option, may allow a reasonable period, not to exceed 3 months, for the Contractor to correct performance deficiencies. If the Contractor fails to improve or correct performance deficiencies, is not meeting **sixty-five (65)** percent of the performance measures (standards) within the prescribed time, and if Contractor cannot demonstrate, to the SFWIB's satisfaction, that the deficiencies are caused by extenuating circumstances, the SFWIB shall terminate the contract. If the Contractor fails to meet at least **sixty-five (65)** percent of the **PY'2017-18** performance measures by the end of the contract period, then, the SFWIB will not consider the Contractor for contract renewal and/or future contract consideration for a period not to exceed five years. The SFWIB has the sole authority to determine whether the extenuating or mitigating circumstances are valid. The Job Placements performance measure maximum standard, the CAP mandatory participation rate, and the CAP and SNAP dual enrollment rates are all **"no fail"** measures; this means that the provider must achieve successful performance on **sixty-five (65)** percent of the required Balance Scorecard Measures in addition to the **"no fail"** measures.

IV. QUALITY ASSURANCE

The purpose of the Quality Assurance (QA) strategy is to facilitate self-assessment reviews to ensure accuracy of data reported and collected. Participant files (hardcopy and/or electronic) and data systems shall also be reviewed to: (a) ensure data integrity and continuous improvement of system operations; (b) reduce the error rate of Workforce Area 23 to **three percent (3%)** or less; and (c) ensure compliance with federal, state and local laws, transmittals, directives, policies, procedures and regulations.

- A. The Contractor's QA process shall include, but is not limited to the following:
 1. The Contractor's staff shall collaborate with the SFWIB's staff;
 2. Ensuring staff is trained and implements concepts learned in training and from technical assistance;
 3. Ensuring staff conducts ongoing systems and desk reviews to confirm Policies and Procedures are being followed and information systems and case files are properly updated and documented;
 4. Conducting monthly Supervisory Quality Assurance Reviews, as set forth in **Exhibit E, Reporting Requirements**, of 10% or 25 cases (whichever is less) of all SFWIB's Programs with activities during the review period, which include, but is not limited to, WIA, CAP, WP, REA, and SNAP E&T. This Supervisory Quality Assurance Review shall be reviewed and approved by the Center Director;
 5. Contractor is required to reconcile the Individual Training Accounts monthly to submit for review to Quality Assurance. The files should coincide with the information submitted to the ITA Reconciliation Tool in the reports;

6. Using the approved Quality Assurance Monitoring Tools to complete the required monthly Supervisory Quality Assurance Reviews. The monitoring tools are updated and maintained on the SFWIB's intranet, under Required Reports in the Monitoring Tool Template folder or refer to the following URL for access:

<http://intranet:18112/sites/intranet/requiredReports>

If the monitoring tools cannot be accessed, the Contractor shall contact the Office of Continuous Improvement (OCI) Quality Assurance Coordinator and request an electronic copy of the approved Quality Assurance Monitoring Tools;

7. A review and analysis of participants' files based upon a selected sample;
 8. A review, examination, and assessment of qualitative and quantitative system participant data;
 9. A comparison of the previous SFWIB monitoring report to determine the extent to which the SFWIB's concerns have been addressed;
 10. A review of eligibility for program services;
 11. A review of supporting documentation maintained in the case file;
 12. A review, examination, and assessment of the quality and the quantity of the services provided;
 13. A systematic approach/review of caseload per Career Advisor ratio; and
 14. Monitoring of and adherence to Equal Employment Opportunity (EEO) requirements.
- B.** The SFWIB QA Strategy involves a multi-layer process as follows:
1. At the conclusion of the case file review, the SFWIB will discuss the findings with the Center's staff and provide him/her with a copy of the completed review tool instrument. The discussion will include the strengths and deficiencies found during the review. The Contractor's Center Director will be provided an electronic copy of the completed review tool utilized by QA.
 2. The Contractor shall be required to submit a Plan of Corrective Action (POCA) **within ten (10) calendar days** from receipt of the Quality Assurance Report, if the stipulated **three percent (3%) or less error rate** is not met. The Contractor shall be required to submit supporting documentation for all deficiencies noted, regardless of the error rate, in order to complete the QA file review process.
 3. Failure to submit an acceptable POCA and/or failure to comply with previously accepted POCA and the measures outlined may result in placement on a Performance Improvement Plan (PIP). Placement on a PIP will require the Contractor to submit weekly quality assurance updates to the SFWIB's staff. The specific content required in these weekly updates will be presented in a formal PIP letter; the updates will provide the SFWIB with confirmation that center staff is making every effort to follow federal, state and local policies, while minimizing errors and preventing deficiencies.
 4. If, at any time, the SFWIB identifies a deficiency, a Contractor may be placed on a PIP. A PIP includes, but is not limited to: setting up a schedule of ongoing review of cases; on-site quality assurance reviews; providing written and/or on-site technical assistance for improvement until the errors identified have been corrected, and an acceptable level of improvement has been demonstrated in the quality assurance process and/or the SFWIB PIP identified reduction in the error rate is met. It is the Contractor's responsibility to implement best practices, develop corrective actions plans, and correct and prevent deficiencies.
 5. If the Contractor is on a PIP, the SFWIB's staff will conduct a follow-up review (file and/or system) and provide a Quality Assurance Report in order to identify training, provide technical assistance and conduct follow-up reviews to ensure that Policies and Procedures are correctly implemented.

6. Failure to demonstrate compliance with the PIP during the specified timeframe may result in an extension of the PIP or a breach of contract as determined by the SFWIB's staff.
7. The Contractor's average quality assurance error rate will be calculated at the end of the third quarter or March 31st. Contractors with an error rate above 3.00% will be assessed as follows:
 - Average Error Rates 3.00% or below will not incur a penalty.
 - Average Error Rates between 3.01% and 5.00% will have a 1.50% deduction from the total accumulated monthly payments through the 3rd quarter of the program year or March 31st.
 - Average Error Rates between 5.01% and 8.00% will have a 1.75% deduction from the total accumulated monthly payments through the 3rd quarter of the program year or March 31st.
 - Average Error Rates over 8.01% will have a 2.00% deduction from the total accumulated monthly payments through the 3rd quarter of the program year or March 31st.

The deduction will be assessed against the April invoice and the unearned funds shall become available through a pool of funds for all Contractors whose average error rates were 3.00% and below. Contractors achieving lower Average QA Error Rates will receive a greater share of the Error Rate Pool, as determined by and within the sole discretion of the SFWIB. Contractor will receive a pro-rated share of the calculated Error Rate Pool based on the difference between the 3.00% maximum error rate and the actual average error rate, divided by the total combined difference of all Contractors whose average error rates were below 3.00%.

V. DATA ENTRY RESPONSIBILITIES

The Contractor shall:

- A. Utilize the Atlas Kiosk (Initial Application), Employ Florida (EF), One Stop Service Tracking (OSST), and the Workforce Management System (WFMS) to document the provision of services as part of the job seeker tracking process.
- B. Ensure that the WIOA data is entered within **five (5)** days of participant contact or services being delivered and that the TANF/CAP data is entered weekly.
- C. Cooperate with the SFWIB-approved Training Vendors to ensure the timely entry of consistent and accurate participant training-related data in the SFWIB's Reconciliation Tool.
- D. Enter WFMS data in accordance with the WFMS process.
- E. DJP's and OE's achieved for the purpose of payment during any month shall be verified and recorded in EF by the **last day** of the said month. **Participants must be fully registered (complete background/work history, education and active resume) in EF to eligible for payment.**
- F. Enter all data in EF for Balanced Scorecard Performance achieved during a given month by the **5th day** of the following month.

VI. EMPLOYMENT/PLACEMENT VERIFICATION

The following Employment Verification shall be utilized for all the SFWIB's programs, including but not limited to: WP, RESEA, TANF, CAP, SNAP E&T, WIOA Adult or Dislocated Workers, Rapid Response, TAA and Refugee.

The Contractor shall verify full or part time unsubsidized employment through the use of one of the following appropriate options as per local operating procedure:

- A. **Employment Verification Form** completed by the employer; or

- B. **Employment Verification Form with Training Vendor logo** completed by the employer and validated by Contractor; or
- C. For companies that use The Work Number system, attach the employer's printout to the Employment Verification Form; or
- D. Pay stub in conjunction with documented employer contact, or Employment Offer Letter; or
- E. New Hire Report in conjunction with documented employer contact to indicate actual start date of employment; or
- F. The Re-employment Assistance (RA) formerly Unemployment Insurance (UI) system and/or SunTax with documented employer contact; or
- G. For Self-Employed individuals, attach Form 1099 – Misc. (Miscellaneous Income) and/or Form W- 4, and a copy of the sunbiz.org printout showing the name of the business.

A completed **Employment Verification Form (Attachment 2)** will be required for **ALL** employment/placement verification along with any supportive documents if applicable (C – G). **Employment verifications from staffing agencies must also include a paystub or payroll registry showing that the job seeker has been placed at a work site and has earned wages.** The Contractor shall submit an Employment Verification Form for **EACH DJP** listed on the Contractor's monthly invoice in the APIP System at the time of submission of said invoice in the APIP system. Employment Verifications should be submitted electronically to the Wagner-Peyser Program Manager.

VII. WORKFORCE PROGRAMS

The Workforce Services to be provided shall be in accordance with the Workforce Innovation and Opportunity Act (WIOA). WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. WIOA authorizes the Job Corps, Youth Build, and Migrant and Seasonal Farmworker programs, in addition to the core programs, Chapter 445 F.S., Workforce Innovation Act of 2000, P.L. 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Chapter 414 F.S., Family Self-Sufficiency, and all other applicable federal, state and local laws and regulations.

A. Career Advancement Program (CAP)

The Contractor shall be responsible for managing the Career Advancement Program (CAP) caseload including, but not limited to, Work Registration of TANF applicants, assessment and assignment to work activities that lead to employment, daily management of CAP participants towards self-sufficiency, weekly system tracking of participation in the One Stop Service Tracking (OSST), timely requests of sanctions for non-participation, follow-up to determine appropriate disposition, managing requests for hardship exemptions to mandated time limits, developing and/or updating employment plans, and good cause deferrals from program participation.

As a management tool, the Contractor shall conduct a review of all the CAP mandatory open cases during the reporting month utilizing the **TANF/CAP Performance Desk Review Tool** and shall meet the required standards. The Contractor shall:

1. Follow the Talent Development Flow Process for Intake and Eligibility for Services for all applicants and mandatory participants **prior** to assigning them to a countable work activity.
2. Establish career pathways ensuring that assignments into countable work activities focus on providing the participants with the opportunity to acquire skills and/or credentials that will lead to positive

- employment outcomes. This shall include validating the skills and credentials needed for the participant to fill talent pipelines and providing work based training and learning opportunities.
3. Conduct additional assessments as needed and establish an Individual Employment Plan if the participant is in need of Individualized Services. The plan shall include long and short term employment goals, objectives that are necessary for accomplishing the goals, an outline of the steps necessary to assist the job seeker with achieving self-sufficiency as required by federal, state and local procedures and using the SFWIB approved assessment tools.
 4. Dually enroll a minimum of **fifty (50)** percent of active CAP participants in the Workforce Innovation and Opportunity Act (WIOA) Adult program prior to engagement in countable work activities. This **fifty (50)** percent may also include cases in follow-up; this measure will be reviewed monthly and contracted providers will be required to maintain this level throughout the program year.
 5. Collect supporting documentation for CAP participation for Job Participation Rate (JPR) updates on a weekly basis.
 6. Provide consistent monitoring of each participant to ensure that adequate and appropriate referrals are made to services available in the center or within the community.
 7. Provide consistent monitoring of each participant to ensure that adequate and appropriate referrals are made to countable work activities and document the participation of each referred individual in accordance with the SFWIB's established Policies and Procedures for each activity.
 8. Develop paid and unpaid opportunities for participants utilizing On-the Job Training (OJT), Community Service (CS), Work Experience (WE) and/or Subsidized Employment.
 9. Document CAP communication and participation in the OSST and in the participant's case file. All instructions provided to the participant regarding program participation and requirements shall be outlined and signed by the participant and center staff, as well as recorded in the Plan Development - Steps to Sufficiency.
 10. Track the CAP participant's failure to participate in a timely manner in accordance with federal, state, and local procedures. Requests for sanctions on CAP participants must be submitted to the Department of Children and Families (DCF) in accordance with DCF guidelines.
 11. Prior to imposing a Level (3) sanction, document contact with the participant using case notes in OSST or conduct a pre-sanction home visit within the ten (10) day pre-penalty period.
 12. Ensure Pre-Penalty Reengagement – Activities shall remain open. Consistent monitoring and tracking of a CAP participant's progress shall continue until the family is no longer receiving cash assistance. If the participant is receiving cash assistance, a daily telephone call prior to the expiration of the ten day penalty period shall be attempted and documented in OSST case notes and an appointment letter e-mailed with a delivery receipt. A copy of the delivery receipt should be printed and placed in the participant's case file or electronic file. In the event e-mail communications fail, then a letter should be mailed. After three failed attempts to contact the participant (telephone contact information is not current or the telephone is disconnected, e-mail address incorrect or no response to e-mail, a weekly home visit is required in lieu of the daily telephone contact. Case notes shall be entered in OSST for every attempt until the participant is no longer receiving cash assistance.
 13. Ensure Sanction Reengagement - Activities shall remain open. Consistent monitoring and tracking of a CAP participant's progress shall continue until the family is no longer receiving cash assistance. Actual hours of participation shall be updated. A weekly telephone call, an appointment e-mailed or

letter mailed to the participant and for level three sanctions a minimum one home visit is required. A weekly reengagement case note shall be entered in OSST.

14. Assess and recommend hardship extension(s) and record information in OSST in accordance with local procedures.
15. Make accessible TANF/CAP Additional Program Services - Cash Assistance Severance, Relocation Assistance, Up-Front Diversion Services, and Transitional Services shall be available for individuals who meet specific criteria in accordance with federal, state, and local procedures.
16. Develop an Alternative Responsibility Plan (ARP) to manage deferrals from program participation.

B. Workforce Innovation and Opportunity Act (WIOA)

WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. The Contractor shall:

1. Provide a continuum of services to adults and dislocated workers that, depending on the needs of the participant, may require varying levels of individualized career services and follow-up activities. CareerSource centers **are required** to conduct regular follow-up activities prior to the second and fourth quarter after participant exit. Availability of funds, in conjunction with an individual needs and eligibility guidelines, shall determine the appropriate combination of services provided to individuals.
2. Be responsible for the WIOA eligibility determination and verification, collection of the required supporting documentation, completion and submission of all necessary eligibility documents and maintenance of documentation.
3. Utilize the WIOA Adult/National Emergency Reserve (NER) funds as part of the WIOA Adult employment and training services/activities following the WIOA Adult Program Policies and Procedures, if funds are allocated.
4. Utilize the WIOA Dislocated Worker/Rapid Response Supplement in order to address rising unemployment rates and increased demands for assistance and training, following the WIOA Dislocated Workers Policies and Procedures.
5. Ensure that a Center representative works with Workforce Area 23's REACT Coordinator and, when necessary, is on-site at the scheduled date and time to provide the affected employees with the necessary information about services available. The Reemployment and Emergency Assistance Coordination Team (REACT) assists workers who have been or will be dislocated from their jobs due to a business or plant closure, a major employer downsizing, natural disasters, such as floods, fires, hurricanes, tornadoes, or other acts of nature that cause the dislocation of fifty (50) or more workers. The REACT Coordinator in Workforce Area 23 responds when notices are received under the Worker Adjustment and Retraining Notification (WARN) Act or when requested by an employer.

C. Trade Adjustment Assistance (TAA)

The Trade Adjustment Assistance (TAA) under the Trade Adjustment Assistance Reauthorization Act of 2015 (TAARA 2015), Title IV of the Trade Preferences Extension Act of 2015 (Public Law 114-27) is designed to assist workers who have been laid off or jobs have been threatened as a result of foreign competition. Workers covered under a certified Trade Act petition are eligible to receive an array of services and benefits, which include training, reemployment services, job search, relocation allowances, Trade Readjustment Allowances and Wage Subsidy for older workers.

1. The Contractor shall manage the TAA training and employment services and shall follow federal and state program policies and guidelines as well as the SFWIB's Policies and Procedures.
2. The Contractor shall provide documented service delivery to all TAA participants, including the initial assessment, referrals to training, career management and documentation for Trade Readjustment Allowances (TRA), which is support income for participants in training.

D. Wagner-Peyser (WP)

The Wagner-Peyser Act of 1933, as amended by WIOA, stipulates specific guidelines regarding the registration of job seekers and the provision of services to employers. WP employment services are based upon the general concept that the basic purpose of these services is to bring job seekers and employers together to find suitable employment matches. The Contractor shall:

1. Make available labor exchange services to all employers and job seekers including, but not limited to, Re-employment Assistance (RA) claimants, veterans, migrant and seasonal farm workers and individuals with disabilities.
2. Be responsible for the management of Department of Economic Opportunity (DEO) staff as per **Article X, Section B** of this Statement of Work.
3. Ensure that DEO staff provide and document service delivery to all job seekers and employers regardless of the ability to meet wage and placement requirements. All job seekers are entitled to basic level of services.
4. Submit the Wagner Peyser Complaint Resolution System Log, EF Center Referral to Placement Ratio Report, and EF Soft Exits Report by the 10th of each month to the Adult Programs Unit. **See Exhibit E, Reporting Requirements.**
5. Have a Migrant Seasonal Farm Workers (MSFW) Outreach Worker at Career Centers where 10% or more of the job seeker population are MSFW. The MSFW Outreach Worker is responsible for the provision of MSFW services, the submission of MSFW Reports Log of Daily Activities and the MSFW Monthly Report by the 5th day of the following month to the Monitor Advocate.
6. Be responsible for the provision of Reemployment Services and Eligibility Assessment services (RESEA) as follows:
 - a. The RESEA program is designed to help Re-employment Assistance (RA) beneficiaries find jobs in an effort to shorten claims duration with fewer erroneous payments, resulting in savings to the RA Trust Fund and Employer Taxes. RESEA Claimants require staff assistance.
 - b. The Contractor shall provide documented service delivery to all RESEA participants. Staff will schedule appointments and conduct individual and in-person reemployment assessments as per applicable federal, state and SFWIB program guidelines, Policies and Procedures.
7. Be responsible for the provision of the Veterans Employment Services program as follows:
 - a. Provide priority services to veterans, especially disabled veterans, and develop linkages with other agencies to promote employment opportunities for veterans, in accordance with **Article V, Section T** of this Contract. The Contractor shall submit the Manager's Report on Services to Veterans by the 5th day of the first month of each quarter to Adult Programs Unit. **(See Exhibit E, Reporting Requirements)**
 - b. Promote the Military Family Employment Advocacy Program, which provides military spouses and their families with career services to assist them when there is a service member on active

duty with the armed forces and refers eligible program participants to the Area’s Military Family Employment Program Advocate.

8. Be responsible for the provision of Re-employment Assistance (RA) services. The DEO administers the RA program which provides temporary wage replacement benefits to qualified individuals who are out of work through no fault of their own and who are able and available to work.

The Contractor shall:

- a. Identify RA claimant by obtaining and reviewing the report from EFs interface with RA;
- b. Contact the RA claimant for employment services;
- c. Ensure the RA claimant has completed work registration; and
- d. Provide RA services including, but not limited to: claim filing methods; assisting customer with claim filing; providing the toll free telephone number and web address for the RA office; and providing the RA booklet.

E. Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T)

The Contractor shall be responsible for managing the SNAP E&T program caseload and engaging SNAP recipients identified as able-bodied adults without dependents (ABAWDs) in work-related activities as required by the Federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996. To maximize the ABAWDs opportunity to obtain skills, access training and work experience to enhance their employability and become self-sufficient, the Contractor shall ensure participants complete the work registration and a comprehensive assessment(s) prior to referral to SNAP E&T components.

The Contractor is responsible for the daily case management in the One-Stop Service Tracking (OSST) system, ensuring ABAWDs are meeting their work requirements each month, and timely submission of sanction requests for non-compliance.

ABAWDs can meet work requirements in a variety of ways, and shall be assigned to 80 hours of activities in the following components:

1. Workfare
2. Work Experience
3. Education
4. Vocational Training
5. Services offered through the WIOA and TAA programs

A minimum of **fifty (50)** percent of actively engaged cases shall be dually enrolled in WIOA by the Contractor. This measure will be reviewed monthly and contracted providers will be required to maintain this level throughout the program year. The Contractor will also be required to follow the program policies and guidelines located at the Department of Economic Opportunity (DEO) website:<http://www.floridajobs.org/local-workforce-development-board-resources/programs-and-resources/program-resources> and the South Florida Workforce Investment Board’s (SFWIBs) established Policies and Procedures.

VIII. WORKFORCE PROGRAMS ELIGIBILITY

The Contractor shall be responsible for the eligibility determination for each of the SFWIB-funded programs (i.e. WIOA and TANF). The Contractor shall only have SFWIB Workforce Programs Eligibility certified (trained and approved by the SFWIB) staff conduct Workforce Programs Eligibility.

A. Workforce Innovation and Opportunity Act (WIOA)

Eligibility determination and registration shall include: (1) completed WIOA Application; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EF Management Information System.

1. Adult (and NER)

All adults shall meet the Workforce Innovation and Opportunity Act (WIOA) Adult eligibility criteria listed below:

- a. 18 years of age or older; and
- b. Is a resident of Miami-Dade County or Monroe County; and
- c. A citizen of the United States; or
- d. An eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
- e. In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
- f. Provide the highest grade completed; and
- g. Provide proof of veteran status, if applicable; and
- h. If employed, determined low income as defined by the SFWIB.
 - i. A maximum of 10 percent of all WIOA new enrolled participants can be employed at participation.

2. Dislocated Workers (and Rapid Response)

All Dislocated Workers shall meet the WIOA Dislocated Worker eligibility criteria listed below:

- a. 18 years of age or older; and
- b. Is a resident of Miami-Dade County or Monroe County; and
- c. A citizen of the United States; or
- d. An eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
- e. In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
- f. Provide the highest grade completed;
- g. Provide proof of veteran status, if applicable; and
- h. Demonstrate that employment could not be obtained prior to eligibility.

In addition to the above general eligibility factors to qualify as a Dislocated Worker, an individual shall meet one or more of the following criteria:

- a. Terminated or laid off, has received notice of termination or layoff, and is eligible for or has exhausted entitlements to Re-employment Assistance (RA) formerly Unemployment Compensation (UC), and is unlikely to return to previous industry or occupation;
- b. Attached to workforce but not eligible for or not entitled to RA, or the employer is not covered under the state UC law, and is unlikely to return to previous occupation or industry;
- c. Terminated, Laid-off or Notified of Permanent Closing of Plant or Facility, Substantial Lay-off;
- d. General announcement of facility closing, date required;
- e. Previously self-employed (including employment as a farmer, a rancher, or a fisherman), but is unemployed as a result of general economic conditions or natural disasters in the community that the individual resides; or
- f. Displaced homemaker: An individual who has been providing unpaid services to family members in the home and has been dependent on the income of another family member, but is no longer supported by that income; or is the dependent spouse of a member of the Armed Forces on active duty and whose family income is significantly reduced because of a deployment, or a call or order to active duty, or a permanent change of station, or the service-connected death or disability of the member; and is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment;
- g. The spouse of a member of the Armed Forces on active duty who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member;
- h. The spouse of a member of the Armed Forces on active duty who is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

3. Homeless Person

A Homeless Person refers to an eligible WIOA Adult that is identified in EF as meeting the United States Department of Housing and Urban Development’s definition of a Chronically Homeless Person at the time of WIOA Application, which includes:

- a) A participant who resides in places not meant for human habitation, such as cars, parks, sidewalks, and abandoned buildings.
- b) A participant who resides in an emergency shelter.
- c) An unaccompanied homeless individual with a disabling condition who has either been continuously homeless for a year or more or had at least four episodes of homelessness in the past three years. A disabling condition is defined as “a diagnosable substance use disorder, serious mental illness, developmental disability, or chronic physical illness or disability including the co-occurrence of two or more of these conditions.

B. Temporary Assistance to Needy Families (TANF)

Under TANF a “family” as defined for the use of TANF funds, shall include a pregnant individual or a parent with one or more minor children or a caretaker with one or more minor children. Note: Minor child means a child living at home with the parent or caretaker, or under nineteen years of age if the child is a full-time student in a secondary school, or at the equivalent level of vocational or technical training and does not include anyone who is married or divorced. TANF eligible families can be:

- 1. Applicants (which means that they are applying to receive cash assistance);
- 2. Current participants (which means they are currently receiving cash assistance);
- 3. Former participants and currently earning up to 200% of the poverty level;

4. Eligible families who have never been on cash assistance are TANF eligible as described above and are earning up to 200% of the poverty level; or
5. A non-custodial parent of a child who is TANF eligible.

There are **four (4) purposes** under TANF guidelines that have some relevance to WIOA programs:

Purpose 1- To “provide assistance to needy families so that the children may be cared for in their homes or in the homes of relatives.”

Purpose 2 - Intended to “end the dependence of needy parents on government benefits by promoting job preparation, work and marriage.”

Purpose 3 - Intended to “prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies.”

Purpose 4 - Intended to “encourage the formation and maintenance of two-parent families.”

IX. MANDATED PARTNERS FOR CENTERS

A critical function of the Contractor is to work toward the establishment of a system that is the choice for all employers and job seekers throughout Miami-Dade and Monroe Counties. The CareerSource center is a resource that provides a valuable service that benefits the universal job seeker regardless of their economic status. In order to fulfill this concept, mandated partners and resources within the system shall be well coordinated and used as efficiently as possible.

A. The Center staff shall collaborate with the following mandated partners:

• WIOA T-1 Adult, DW, Youth	• Wagner-Peysner
• Migrant Seasonal Farm Workers	• Native American Programs
• Jobs for Veterans State Grants	• Adult Education and Literacy
• Youth Build	• Vocational Rehabilitation
• CSBG (Community Action) E/T	• Career, Technical Education
• HUD E/T	• Title V Older Americans Act
• Unemployment Compensation	• Job Corps
• Second Chance	• TANF

The Contractor shall obtain the SFWIB’s prior written approval to allow any persons or entities, other than the Contractor, of any kind whatsoever, to utilize in any way or manner any Center to provide information, or services or products of any kind whatsoever to anyone. **Any provider found to have unapproved occupants in the CareerSource center without the prior written approval of the SFWIB will be in breach of contract and also will incur a five thousand dollar (\$5,000) penalty per occurrence.**

The Contractor shall reference **Article II, Section F, and Items 24, 25, and 26** of the executed contract to ensure compliance with its collaboration of mandated partners.

X. WORKFORCE SERVICES STAFF

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 CareerSource South Florida's web site by selecting the Resources tab and then selecting "Supporting Documents", click on "Transmittals and Directives". <http://www.careersourcesfl.com/resources/>

2. The Contractor shall conduct a Level 2 background screening for current and prospective employees, volunteers and subcontracted personnel, as specified in **Article I, Section H** of this Contract.
3. Confidentiality Forms. In accordance with **Article III, Section J** of this Contract, all staff, security officers, contractors, subcontractors, and any subsequent subcontractors and their employees must complete the following certification and acknowledgement forms:
 - The **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 3** of the Executed Contract.
 - The **Confidentiality Acknowledgement Form, Attachment 4** of the Executed Contract.
4. In an effort to deliver maximum value to workforce services participants, the SFWIB may deem it necessary to provide facilities outside of the center where workforce services participants can access Workforce Services. The Contractor shall be responsible for the management of all staff assigned to facilities where Workforce Services are provided. Additionally, the SFWIB reserves the right to set a minimum staffing level for each career center. Any provider that does not maintain the required minimum level of staffing (plus/minus 15%) will be considered in breach of contract. DEO staff or other partner agency staff cannot be utilized by the provider to meet the minimum staffing requirements. Failure to comply shall result in a financial penalty of two percent (2%) of the **Total Contract** Amount ever month for each month that the center is understaffed.

B. SFWIB Assigned Staff

1. The Contractor shall be responsible for the management of Department of Economic Opportunity (DEO) staff and expressly agrees that DEO staff shall provide Wagner Peyser (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 to recruit, screen, select, and hire supplemental staff that includes, but is not limited to: TANF/RET and DEO OPS. 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. No payment shall be made by the SFWIB for hours worked in excess of forty (40) hours per employee, per week. Any payment for hours worked in excess of the 40 hours shall be the sole responsibility of the service provider.
4. The SFWIB shall not reimburse or pay Contractors for any DEO employee benefits, overtime or bonus pay.

C. Training of Staff

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 1, Security Awareness, Hurricane Preparedness, etc.); and as set forth in **Article III, Section O** of this Contract and in the SFWIB Credentialing and Skills Standards Policy, are conducted in a timely manner;
 - o Note: Tier 1 certifications for new staff shall be completed within 90 days from the date of hire.
2. Coordinate all CareerSource center program trainings and the SFWIB’s required trainings with the SFWIB’s Training Coordinator;
3. Post all trainings on the SFWIB’s internal training calendar;
4. 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
5. Follow the SFWIB’s training priorities as identified by the SFWIB’s Training Coordinator.

D. Prohibited Services to Contractor’s Staff or Staff Relatives

Pursuant to section 112.3135, Florida Statutes, and as set forth in **Article I, Section K** of this Contract, the Contractor shall not provide workforce services, which include, but are not limited to, basic, individualized, and/or training to any person who is a relative of the Contractor or Contractor staff.

E. CareerSource center and furniture Maintenance

The Contractor shall maintain the material condition of the center, furniture, and equipment/resources provided by the SFWIB in good working order. The Contractor shall timely report any adverse and unsafe condition(s) to the SFWIB’s Facilities unit to minimize further damage and liability.

Upon execution of the Contract, the Contractor’s representative and a SFWIB Facilities staff member will conduct a walk-through inspection of the center to document existing conditions. The SFWIB’s Facilities unit will generate an inspection report which will reflect the conditions of the center at the time of said inspection (“baseline conditions”). At all times during the Contract term, the Contractor shall be responsible for any material damage to the center, furniture and equipment beyond normal wear and tear. During the term of the Contract the provider shall be responsible for replacing in kind any damaged furniture in the CareerSource center and restoring the center to baseline conditions. Replacement furniture or equipment must be approved by the SFWIB’s Facilities management prior to purchase. If the damaged items are not timely replaced, the Contractor’s payment may be withheld until all matters are cleared. The SFWIB reserves the right to randomly inspect the CareerSource center with no advanced notice.

Upon Contractor’s failure to replace in kind or restore facilities, furniture, and other equipment/resources provided by the SFWIB to baseline conditions as described above, the SFWIB at its sole option may perform the repairs and/or replacement and offset or deduct the cost from any payment due under this or any other contract or agreement.