

FIRST AMENDMENT AND RENEWAL
of the
SUBAWARD AGREEMENT BETWEEN WORKNET PINELLAS, INC. D/B/A
CAREERSOURCE PINELLAS N/K/A TAMPA BAY WORKFORCE ALLIANCE, INC.
D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS
and
SAILFUTURE, INC.

This First Amendment to the Subaward Agreement is entered into as of July 1, 2024, between the Tampa Bay Workforce Alliance, Inc. a Florida not-for-profit corporation d/b/a “CareerSource Hillsborough Pinellas” and SailFuture, Inc., a Florida not-for-profit corporation, (“Subrecipient” or “Service Provider”) and amends and renews the Subaward Agreement between WorkNet Pinellas, Inc. and Subrecipient entered into on July 1, 2023.

WHEREAS, all incorporated and unincorporated areas within Hillsborough County and Pinellas County have been consolidated and designated by the Governor of the State of Florida as the Local area, as provided by CareerSource Florida, effective July 1, 2024, hereinafter referred to as “Region 28.”

WHEREAS, the two separate legal entities, previously designated as the local workforce development boards for Hillsborough and Pinellas County agreed to a merger whereby the legal entity f/k/a as CareerSource Tampa Bay is the surviving entity.

WHEREAS, based upon the merger of WorkNet Pinellas, Inc. d/b/a CareerSource Pinellas with and into Tampa Bay Workforce Alliance, Inc., d/b/a CareerSource Hillsborough Pinellas, the parties desire to amend and renew the Subaward Agreement as set forth below.

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

1. The Term of the Subaward Agreement is hereby extended for one year, through June 30, 2025 (the “First Renewal Term”).
2. All references to “CareerSource Pinellas” in the Subaward Agreement are hereby amended and replaced with “CareerSource Hillsborough Pinellas.”
3. The compensation to be paid by CareerSource Hillsborough Pinellas to Subrecipient for the Second Renewal Term will not exceed \$275,000.00, as outlined in **Attachment A** to this Amendment.
4. Exhibit A to the Subaward Agreement “Statement of Work” is hereby replaced in its entirety with the Statement of Work set forth in **Attachment B** to this Amendment.
5. Exhibit B to of the Subaward Agreement “Subaward Data” is hereby replaced in its entirety as set forth in **Attachment C** to this Amendment.

6. Section 7 of the Subaward Agreement “Compliance Requirements” is hereby amended to add the following requirements applicable to Subrecipient:

- a. Title III of the Americans with Disabilities Act of 1990, 42 U.S.C. 12181 et seq.
- b. Purchase of American-Made Equipment and Products (P.L. 103-333 Sec. 507).
- c. Lobbying (Secs. 216.647, Fla. Stat. and 2 CFR 200.450).
- d. Confidential Records (119.021, Fla. Stat.); Retention requirements for records (2 CFR 200.334); Access to records (2 CFR 200.337).
- e. Pursuant to Executive Order 13798 Promoting Free Speech and Religious Liberty and Executive Order 13864 Improving Free Inquiry, Transparency and Accountability at College and Universities.

7. The contact information for CareerSource Pinellas in Section 14 of the Subaward Agreement is revised and updated to the Contact Information for CareerSource Hillsborough Pinellas in **Attachment C** to this Amendment.

8. All other terms and conditions of the Subaward Agreement remain in full force and effect.

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

<p>SailFuture, Inc.</p> <p><i>Michael Long</i> 1/18/25</p> <p>By: _____</p> <p>Michael Long Chief Executive Officer</p>	<p>Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Hillsborough Pinellas</p> <p><i>Keidrian Kunkel</i></p> <p>By: _____ Keidrian Kunkel (Jan 20, 2025 11:38 EST)</p> <p>Keidrian Kunkel President and Chief Executive Officer</p>
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**Attachment A
2024-2025 Budget**

Career Source Budget Summary			Tuition Breakdown per youth	
OSY Youth Served	27		Supplies & Materials	\$926
Career Source Contribution per Youth	\$10,185		Transportation	\$2,778
Total Staff	4.00		Individual Therapy & Group Counseling	\$1,852
Total Career Source Contribution	\$275,000		Individual Mentorship and Career Counselor	\$1,852
			Pre-Apprenticeship Related Technical Instruction	\$1,852
EXPENSES				\$9,259
Supplies & Materials	\$25,000	9.1%		
Tools & equipment	\$6,000			
Education materials	\$7,000			
Computer	\$6,000			
Program uniforms	\$6,000			
			Supplies & Materials	9.1%
Transportation	\$75,000	27.3%	Transportation	27.3%
Fuel	\$15,000		Individual Therapy & Group Counseling	18.2%
Insurance	\$12,000		Individual Mentor and Career Coach	18.2%
Bus Driver	\$42,000		Pre-Apprenticeship Related Technical Instruction	18.2%
Maintenance	\$6,000			
Individual Therapy & Group Counseling	\$50,000	18.2%		
Licensed Mental Health Counselor	\$45,000			
Adventure Therapy Supplies	\$5,000			
Fuel	\$0			
Individual Mentor and Career Coach	\$50,000	18.2%		
Case Manager	\$20,000			
Crew Leader 1 (25% time)	\$15,000			
Crew Leader 2 (25% time)	\$15,000			
Pre-Apprenticeship Related Technical Instruction	\$50,000	18.2%		
Program Manager	\$20,000			
Maritime Instructor (25% time)	\$15,000			
Entrepreneurship Instructor (25% time)	\$15,000			
Total Direct Costs	\$250,000			
Indirect Cost Rate (10%)	\$25,000	9.1%		
Total Cost	\$275,000	100.0%		

Attachment B

STATEMENT OF WORK

Overview. The Service Provider shall provide the services required of a youth services provider as defined in the Training and Employment Guidance Letter (TEGL) WIOA No. 21-16, and any other DEO or DOL guidance, Competitive Selection of Service Providers, issued on March 14, 2023; and this statement of work.

For purposes of this Statement of Work, CareerSource Hillsborough Pinellas defines the basic role of a Service Provider as an entity that will coordinate the service delivery of the youth services provider within the Career Centers of CareerSource Hillsborough Pinellas.

Description of Specific Services to be provided. SailFuture, Inc. will deliver a continuum of age-appropriate activities to WIOA-eligible, out-of-school (OSY) youth between the ages of 16 and 24. In addition, SailFuture, Inc. will provide age-appropriate activities to newly enrolled in-school youth during the contract period under available In-School-Youth (ISY). At a minimum, SailFuture, Inc. will enroll 27 youth and quarterly updates must be provided to the CareerSource Hillsborough Pinellas management team on each of these services.

1. **Determine WIOA Youth Eligibility.**

The Service Provider shall ensure youth meet eligibility requirements of:

- be a citizen or noncitizen authorized to work in the United States;
- meet Military Selective Service registration requirements (males only); and
- be an ISY or OSY, as defined by WIOA §129(a)(1)(B)--(C).

A. Out-of-School Youth Eligibility Criteria: To meet out-of-school (OSY) eligibility criteria, an individual must:

- (a) Not be attending school;
- (b) Be between the ages of 16 to 24 at the time of enrollment; and
- (c) Meet one or more of the following eligibility barriers:
 - (1) A school dropout.
 - (2) A youth who is within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter.
 - (3) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either —
 - a) Basic skills deficient, or
 - b) An English language learner.
 - (4) An offender.
 - (5) A homeless individual or a runaway.
 - (6) An individual in foster care or has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship

guardianship or adoption, a child eligible for assistance under section 477 of the Social Security Act, or in an out-of-home placement.

(7) An individual who is pregnant or parenting.

(8) An individual with a disability.

(9) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

Males aged 18 or older must be registered with the selective service to be eligible for WIOA Youth services. To maintain eligibility for WIOA services, a male participant who turns age 18 while participating in the program must register with the selective service;

B. In-School Youth Eligibility Criteria: To meet in-school-youth (ISY) eligibility criteria, an individual must:

(a) Be attending school, including secondary or postsecondary school;

(b) Be not younger than age 14 and not older than age 21 (unless an individual with a disability who is attending school under state law) at the time of enrollment;

(c) Be a low-income individual; and

(d) Meet one or more of the following eligibility barriers:

(1) Basic skills deficient.

(2) An English language learner.

(3) An offender.

(4) A homeless individual or a runaway.

(5) An individual in foster care or has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under section 477 of the Social Security Act, or in an out-of-home placement.

(6) An individual who is pregnant or parenting.

(7) An individual with a disability.

(8) An individual who requires additional assistance to complete an educational program or to secure or hold employment.

Per **TEGL 21-16**, there is one exception to age eligibility for youth attending school. Youth with disabilities who have an Individualized Education Program (IEP) may be enrolled as ISY through the age of 21 (up to their 22nd birthday).

- 2. Determine School Status.** The Service Provider shall be responsible for determining a youth's school status, including dropout status, at the time of program enrollment. Because the process of program enrollment can occur over a period, school status must be based on status at the time the eligibility determination portion of program enrollment is made. Once the school status of a youth is determined that school status remains the same throughout the youth's participation in the WIOA Youth program.

Additional School Status Criteria for Out-of-School Youth

Youth seeking program enrollment should be determined to be out-of-school if, at the time of enrollment, the youth:

- (1) Graduated high school and registered for postsecondary education (credit-bearing postsecondary classes), but ultimately did not start classes at the onset of the term for which he/she was registered;
- (2) Is enrolled in non-credit-bearing postsecondary classes;
- (3) Is enrolled in home education, but is not required to attend school regularly per school attendance requirements in sec. 1003.21, F.S.; or,
- (4) Is enrolled in a pre-apprenticeship or apprenticeship program.

Additional School Status Criteria for In-School Youth

Youth seeking program enrollment should be determined to be in-school if, at the time of enrollment, the youth is:

- (1) In between school years, during the summer, and is enrolled to continue school in the fall;
- (2) Between high school graduation and postsecondary education (credit-bearing postsecondary classes) and has registered for postsecondary classes but not yet begun postsecondary classes;
- (3) Attending a high school equivalency program, including those considered to be dropout re-engagement programs, funded by the public K-12 school system that are classified by the school as still enrolled in school;
- (4) Homeschooled per home education requirements set forth by the Florida Department of Education and included per compulsory school attendance laws;
- (5) Attending Florida Virtual Schools; or
- (6) In a Florida Department of Juvenile Justice youth facility and does not have a high school diploma or its equivalency.

Low-Income eligibility guidelines

Based on the current understanding of WIOA eligibility guidelines, WIOA allows a low-income exception in which 5 percent of all ISY participants in a workforce area may be participants who ordinarily would be required to be low-income for eligibility purposes and who meet all other eligibility criteria for WIOA youth except the low-income criterion. CareerSource Hillsborough Pinellas Board will calculate the 5 percent based on the percent of all youth served by the Board's WIOA youth program in a given program year.

An individual who meets any *one* of the following criteria satisfies the low-income requirement for WIOA youth services:

- Receives, or in the past six months has received, or is a member of a family that is receiving or in the past six months has received, assistance through SNAP, TANF, or the SSI program, or state or local income-based public assistance.
- Receives an income or is a member of a family receiving an income that, in relation to family size, is not more than the current combined DOL 70 percent Lower Living Standard Income Level and HHS

Poverty Guidelines. The WIOA Income Guidelines for 2024 can be found Federal Register :: Workforce Innovation and Opportunity Act (WIOA) 2024 Lower Living Standard Income Level (LLSIL).

- Is a homeless individual as defined in §41403(6) of the Violence Against Women Act of 1994, or a homeless child or youth as defined in §725(2) of the McKinney-Vento Homeless Assistance Act.
- Receives or is eligible to receive a free or reduced-price lunch under the Richard B. Russell National School Lunch Act (Per TEGL 21-16, WIOA programs must base low-income status on an individual student's eligibility to receive free or reduced-price lunch. Whole school receipt of free or reduced-price lunch cannot be used to determine WIOA low-income status for ISY.)
- Is a foster youth, as defined in Florida Family Code, on behalf of whom state or local government payments are made
- Is an individual with a disability whose own income meets:
 - WIOA's income requirements, even if the individual's family income does not meet the income requirements; or
 - the income eligibility criteria for payments under any federal, state, or local public assistance program

Basic Skills Deficient guidelines:

An individual who meets either of the following criteria satisfies the basic skills deficient requirement for WIOA youth services:

- Is a youth who has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or
- Is a youth who is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.

In assessing basic skills, SailFuture must use assessment instruments that are valid and appropriate for the target population, and must provide reasonable accommodation in the assessment process, if necessary, for individuals with disabilities.

High Poverty Area:

A youth living in a high poverty area automatically meets the low-income criterion. A high poverty area is a Census tract, a set of contiguous Census tracts, Indian Reservation, tribal land, or Native Alaskan Village or county that has a poverty rate of at least 25 percent, as set every five years using American Community Survey 5-Year data.

Unlike under the definition of an in-school youth (ISY) under WIOA, low income is not a requirement to meet eligibility for most categories of OSY under WIOA. However, low income is now a criterion for youth who need additional assistance to enter or complete an educational program or to obtain or retain employment. Also,

WIOA has made youth with a disability a separate eligibility criterion and has changed the age criterion for OSY eligibility to youth not younger than 16 and not older than 24 years at the time of enrollment.

Additionally, WIOA includes a new OSY criterion: a youth who is within the age of compulsory school attendance but has not attended school for at least the most recent school year's calendar quarter.

The Board may establish definitions and eligibility documentation requirements for the "requires additional assistance to complete an educational program, or to obtain or retain employment or program participation" criterion of ISY and OSY eligibility.

WIOA Youth Program Design

The design framework of local youth programs must:

- Provide for an objective assessment of each youth participant, including a review of the academic and occupational skill levels and service needs, for the purpose of identifying appropriate services and career pathways for participants and informing the individual service strategy. The objective assessment must include a review of:
 - basic skills;
 - occupational skills;
 - work experience and employability;
 - interests;
 - aptitudes;
 - support service needs; and
 - developmental needs.

A new assessment of a participant is not required if it is appropriate to use a recent (within 6 months) assessment of the participant conducted as part of another education or training program.

- Develop, and update as needed, an individual service strategy for each youth participant that:
 - is directly linked to one or more indicators of performance (as described in WIOA §116(b)(2)(A)(ii));
 - identifies appropriate career pathways that include education and employment goals;
 - considers career planning and the results of the objective assessment; and prescribes achievement objectives and services for the participant; and
- Provide case management of youth participants, including follow-up services. SailFuture must ensure staff:
 - provide youth participants with information regarding the full array of applicable or appropriate services available through CareerSource or other providers or partners; and
 - refer youth participants to appropriate training and educational programs that have the capacity to serve them either on a sequential or concurrent basis.

To meet the basic skills and training needs of applicants who do not meet the eligibility

requirements of a particular program or who cannot be served by the program, SailFuture must ensure that youth are referred for further assessment, as necessary, or referred to appropriate programs to meet the skills and training needs of the youth.

Youth Program Elements

SailFuture must ensure that the following 14 services are available to youth participants:

1. Tutoring, study-skills training, instruction, and evidence based-dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.
2. Alternative secondary school services, or dropout recovery services, as appropriate.
3. Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:
 - Summer employment opportunities and other employment opportunities available throughout the school year;
 - Pre-apprenticeship programs-a program or set of strategies designed to prepare individuals to enter and succeed in a registered apprenticeship program and has a documented partnership with at least one, if not more, registered apprenticeship programs;
 - Internships and job shadowing;
 - OJT opportunities, as defined in WIOA §3(44)

Work experience is a planned, structured learning experience that takes place in a workplace for a limited period of time. Work experience may be paid or unpaid, as appropriate, and may take place in the private for profit sector, the nonprofit sector, or the public sector. Labor standards apply in any work experience in which an employee/employer relationship, as defined by FLSA or applicable state law, exists.

4. Occupational skills training, which includes priority consideration for training programs that lead to recognized postsecondary credentials that align with in-demand industry sectors or occupations in the workforce area involved, if the Board determines that the programs meet the quality criteria described in WIOA §123.

Occupational skills training is an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. Priority consideration must be given to training programs that lead to recognized postsecondary credentials that align with in-demand industry sectors or occupations in the workforce area. Such training must:

- be outcome oriented and focused on an occupational goal specified in the individual service strategy;
- be of sufficient duration to impart the skills needed to meet the occupational goal; and

- result in attainment of a recognized postsecondary credential
5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
 6. Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors.

Leadership development opportunities are opportunities that encourage responsibility, confidence, employability, self-determination, and other positive social behaviors, such as:

- exposure to postsecondary educational possibilities;
- community and service learning projects;
- peer-centered activities, including peer mentoring and tutoring;
- organizational and teamwork training, including team leadership training;
- training in decision making, including determining priorities and problem solving;
- citizenship training, including life skills training such as parenting and work behavior training;
- civic engagement activities that promote the quality of life in a community; and
- other leadership activities that place youth in a leadership role such as serving on youth leadership committees, such as a Standing Youth Committee.

Positive social and civic behaviors are outcomes of leadership opportunities that are incorporated by Boards as part of their menu of services and that focus on areas that may include the following:

- Positive attitude development;
 - Self-esteem building;
 - Openness to work with individuals from diverse backgrounds;
 - Maintaining healthy lifestyles, including being alcohol and drug free;
 - Maintaining positive social relationships with responsible adults and peers and contributing to the well-being of one's community, including voting;
 - Maintaining a commitment to learning and academic success;
 - Avoiding delinquency;
 - Postponing parenting;
 - Responsible parenting, including child support education;
 - Positive job attitudes and work skills; and
 - Keeping informed in community affairs and current events.
7. Support services, as defined in WIOA §3(59), which enable an individual to participate in WIOA activities. These services include, but are not limited to, the following:
 - Linkages to community services;
 - Assistance with transportation;
 - Assistance with child care and dependent care;

- Assistance with housing;
 - Needs-related payments;
 - Assistance with educational testing;
 - Reasonable accommodations for youth with disabilities;
 - Referrals to health care; and
 - Assistance with uniforms or other appropriate work attire and work-related tools, including such items as eyeglasses and protective eye gear.
8. Adult mentoring for a duration of at least 12 months that may occur both during and after program participation. Adult mentoring for youth must:
- Be a formal relationship between a youth participant and an adult mentor that includes structured activities in which the mentor offers guidance, support, and encouragement to develop the competence and character of the youth;
 - Include a mentor who is an adult other than the assigned youth case manager; and
 - At a minimum, match the youth with an individual mentor with whom the youth interacts on a face to face basis. Group mentoring activities and mentoring through electronic means are allowable as part of mentoring activities.

Mentoring may include workplace mentoring in which the local program matches a youth participant with an employer or employee of a company.

9. Follow-up services for not fewer than 12 months after the completion of participation.

Follow-up services are critical services provided after a youth's exit from the program to help ensure the youth is successful in employment and/or post-secondary education and training. Follow-up services for youth may include:

- Leadership development opportunities and support services;
- Regular contact with a youth participant's employer, including assistance in addressing work-related problems;
- Assistance in securing better-paying jobs, career pathway development, and further education or training;
- Work -related peer support groups;
- Adult mentoring; and
- Services necessary to ensure the success of youth participants in employment and/or postsecondary education.

All youth participants must receive some form of follow-up services for a minimum duration of 12 months. Follow-up services may be provided beyond 12 months at the Board's discretion. The types of services provided, and the duration of services must be determined based on the needs of the individual, and therefore, the type and intensity of follow-up services may differ for each participant. However, follow-up services must include more than only a contact attempted or made for securing documentation to report a performance outcome.

10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the

individual youth.

Comprehensive guidance and counseling is individualized counseling to participants that includes career and academic counseling, drug and alcohol abuse counseling, mental health counseling, and referral to partner programs, as appropriate. When referring participants to necessary counseling that cannot be provided by the Board, the Board must coordinate with the community-based organization in order to ensure continuity of service.

11. Financial Literacy Education

The financial literacy education program element includes activities that:

- Support the ability to participants to create budgets , initiate checking and savings accounts, and make informed financial decisions;
- Support participants in learning how to effectively manage spending, credit, and debt, including student loans, consumer credit, and credit cards;
- Teach participants about the significance of credit reports and credit scores, what their rights are regarding their credit and financial information, how to determine the accuracy of a credit report and how to correct inaccuracies, and how to improve or maintain good credit;
- Support a participant’s ability to understand, evaluate, and compare financial products, services, and opportunities and to make informed financial decisions;
- Educate participants about identity theft, ways to protect themselves from identity theft, and how to resolve cases of identity theft and in other ways understand their rights and protections related to personal identity and financial data;
- Support activities that address the particular financial literacy needs of non-English speaking participants, including providing support through the development and distribution of multilingual financial literacy and education materials;
- Provide financial education that is age appropriate and timely, and provides opportunities to put lessons into practice, such as by access to safe and affordable financial products that enable money management and savings; and
- Implement other approaches to help participants gain the knowledge, skills, and confidence to make informed financial decisions that enable them to attain greater financial health and stability by using high quality, age appropriate, and relevant strategies and channels, including, when possible, timely and customized information, guidance, tools, and instruction.

12. Entrepreneurial Skills Training

Entrepreneurial skills training provides the basics of starting and operating a small business. Such training must develop the skills associated with entrepreneurship, including, but not limited to, the ability to:

- Take initiative;
- Creatively seek out and identify business opportunities;
- Develop budgets and forecast resource needs;
- Understand various options for acquiring capital and the trade-offs associated with each option; and
- Communicate effectively and market oneself and one’s ideas.

Approaches to teaching youth entrepreneurial skills include, but are not limited to, the following:

- Entrepreneurship education that provides an introduction to the values and basics of starting and running a business. Entrepreneurship education programs often guide youth through the development of a business plan and may also include simulations of business start-up and operation.
- Enterprise development, which provides support and services that incubate and help youth develop their own businesses. Enterprise development programs go beyond entrepreneurship education by helping youth access small loans or grants needed to begin business operation and by providing more individualized attention to the development of viable business ideas.
- Entrepreneurial programs that provide youth with experience in the day-to-day operation of a business. These programs may involve the development of a youth-run business that young people participating in the program work in and manage. Or, they may facilitate placement in apprentice or internship positions with adult entrepreneurs in the community.

13. Labor Market and Employment Information

Services that provide labor market and employment information about in-demand industry sectors or occupations available in the workforce area, such as career awareness, career counseling, and career exploration services.

14. Post Secondary Education and Training

Activities that help youth prepare for and transition to postsecondary education and training.

SailFuture will have the discretion to determine what specific program services a youth participant receives based on each participant's objective assessment and individual service strategy. SailFuture is not required to provide every program service to all youth participants, however, SailFuture will make every effort to ensure participants have access to the 14 program service elements outlined in WIOA.

Youth Services Orientation

All youth entering the One-Stop centers will be introduced to the resources available through Employ Florida and CareerSource Hillsborough Pinellas as well as SailFuture and a multitude of other coordinated service providers in Pinellas County regarding the full extent of services available.

Individualized Comprehensive Assessment

In addition to income eligibility and academic assessment all program participants will be assessed under WIOA Youth Objective Assessment in terms of occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs. Upon completion of this comprehensive assessment, an Individual Service Strategy (ISS) or Individual Employment Plan (IEP) will be developed based on the WIOA 14 program service elements.

An objective assessment of skill levels and service needs of each participant will be completed. This assessment will include an examination of basic skills, occupational skills, educational background, prior work experience, employability, interests, aptitudes, attitudes toward work, motivation, behavioral patterns affecting potential employment, and family situation. The assessment will also include an evaluation of the participant's barriers to employment including financial resources and supportive service needs.

Staff will use a full array of options including structured interviews, career guidance instruments, basic skills tests, and behavioral observation.

Basic Skills Assessment

Each youth's academic levels will be assessed using the NWEA MAP Assessment to determine areas in need of support in both Reading and Math. This nationally recognized assessment will be provided 3 times per year to track students' growth and assist in development of actionable individualized learning plans for each youth. A youth is considered basic skills deficient if they:

- A. Have English reading, writing, or computing skills at below the eighth-grade level on a generally accepted standardized test; or
- B. Are unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.

Assessment of education background and occupational skills

For all SailFuture applicants that are enrolled in alternative education, staff will review school grades and attendance records prior to enrollment into the program. Staff will monitor and verify youths' attendance, class progress, skills, and mental health to evaluate and provide support, guidance, and referrals as needed to address the youth's individual needs.

Needs and barriers

Prior to enrollment into the program SailFuture staff will identify applicant's needs and barriers to successful program completion or employment. SailFuture staff will identify and address each applicant's individual needs and provide all resources available to support the applicant's success upon enrollment into the program. In addition to the academic, skills, and mental health assessments, SailFuture staff will also provide career interests, employability, and developmental needs assessments therefore providing a program that addresses each applicant.

SailFuture staff will monitor candidate's offender background within various local and state Management Information Systems. Upon review of all offender information, SailFuture staff will determine youth's suitability and ability and immediate needs and offer additional internal and community resources.

SailFuture will provide all applicable internal and community resource referral to applicant's that report to be homeless.

If applicant is a parenting youth, staff will verify that childcare is in place and that youth will be able to participate in all activities assigned by the SailFuture staff. If youth doesn't have

childcare services in place prior to enrollment into the program, youth will be referred to DCF to apply for TANF benefits or Coordinated Childcare, or will need to provide written verification from a family member, relative, or friend that they will provide childcare services until the youth completes training or assigned work readiness activities.

If during the initial interview staff identifies that youth pregnant, staff will verify that youth will be able to complete training program prior to the baby's due date, and that youth has plans regarding childcare after the baby is born.

Work Readiness Assessment

Each youth's employability will be assessed and evaluated based on each youth's prior work experience to identify skills and strengths that can be applied to future career opportunities. The evaluation includes an assessment of the youth's professionalism, time management skills, effort, and maturity. Feedback to the youth is provided in the form of a narrative evaluations which will include action steps needed to achieve employability.

Work Readiness and Job Placement Services

As program participants near 80% completion of their program, or as the result of SailFuture assessment indicates need, assessment of work readiness and services needed to assist participant with placement following their training will take place and be included in their ISS/IEP. Services anticipated would be a 1) current resume(s); 2) active participation, posted resume and training on the self-service areas of the Employ Florida MIS system; 3) and/or completion of any SailFuture or CareerSource workshop(s) applicable to the job-seeking participant.

Educational and Training Services

Educational and Training services are primarily intended to assess the youth's goals, barriers to desired educational goals and provide steps to goal attainment. Direct or referred services may take the form of:

- Adult Basic Education (ABE) – classes to upgrade the youth's basic skills for entry into a high school diploma, general education development (GED), technical training or occupational skills training program.
- English for Speakers of Other Languages (ESOL) – classes to upgrade proficiency with the English language.
- Vocational Preparatory Instruction (VPI) – classes for a youth in receipt of a high school diploma or GED and remediation is needed to provide basic skills sufficiency for a targeted occupation or occupational training program.
- Advanced Training, Occupational Training or Skills Upgrade within a specific occupation - class(es) to prepare a youth to obtain an industry recognized certification or diploma and/or employment within a Pinellas targeted or growth occupation (TOL).

On-the-Job Training (OJT) Opportunities for Older Youth

OJT services are primarily intended to offer training in an actual work situation that allows youth to develop specific occupational skills or to obtain specialized skills required by an individual employer, that will lead youth to economic stability and self-sufficiency. OJT may be sequenced with or accompanied by other types of training such as vocational training and

basic skills training.

SailFuture staff will refer to the CareerSource Business Services Team local employers who are committed to hiring youth and interested in providing occupational training via OJT to youth in exchange for training cost reimbursement at guidelines established by WIOA and who are willing to provide long term employment for youth upon successful completion of the OJT training. OJT opportunities will be limited in duration as appropriate to the occupation and as defined by the associated ONET's standard vocational training period (SVP). Other factors may also impact the duration of the OJT such as the participant's current skills and work experience, the content of the training being offered, any employment barriers of the participant, and the Individual Employment Plan (IEP) of the participant. OJT worksites will be monitoring according to state and federal guidance.

Paid Work Experience (PWE)/Work-Based Learning (WBL)

PWE will be used primarily to teach good work habits and basic work skills for those who have never worked or who have not worked for a significant amount of time and provide the participant the opportunity to develop basic occupational related skills, with a goal to obtain a permanent, unsubsidized employment.

WIOA Follow Up Services

Upon program exit, follow up services to assist youth with employment retention or post-secondary completion through the first, second, third, and fourth quarters after the quarter of program exit. The EF system will be updated with mandatory follow up.

Wagner Peyser (WP) Services

WIOA youth will be registered within the WP program to facilitate youth accessing services and staff providing WP services on "as needed" basis.

REPORTING REQUIREMENTS AND PERFORMANCE MEASURES

Monthly Youth Services Report:

Subrecipient will provide to the CEO a consolidated monthly SailFuture report due by the 10th day of the subsequent month. The report will include the following information:

1. Number of In School Youth (ISY) enrolled in program.
2. Number of ISY who have obtained a credential/diploma.
3. Number of ISY placed into employment by occupation.
4. Number of ISY enrolled into military.
5. Number ISY is enrolled into apprenticeship program.
6. Number of ISY enrolled into post-secondary education/training component.
7. Number of Out of School Youth (OSY) enrolled in program.
8. Number of OSY who have obtained a credential/diploma.
9. Number OSY placed into employment by occupation.
10. Number of OSY enrolled into the military.
11. Number of OSY enrolled into an apprenticeship program.
12. Number of OSY enrolled into a post-secondary education/training component.
13. List of youth placed and name of employer.
14. List of employers referred to CareerSource Hillsborough Pinellas.
15. List of youth referred and placed in PWE/OJT with CareerSource Hillsborough Pinellas.

Performance: WIOA Primary Indicators Measures	
Performance Standard Based on a Minimum of 27 Youth Enrolled	Goal of Attainment
Education and Employment Rate (2 nd Quarter after Program Exit)	83.5%
Education and Employment Rate (4 th Quarter after Program Exit)	81.0%
Median Wage (2 nd Quarter after Program Exit)	\$4,698
Credential Attainment Rate (During Program participation OR within One Year after Exit)	84.1%
Measurable Skill Gains (During Program participation OR within One Year after Exit)	68.0%

**Attachment C
Subaward Data**

Subrecipient Name	SailFuture Inc
Subrecipient Unique Entity Identifier:	SGVWNF9ZQCW6
Federal Award Identification Number (FAIN)	WIOA Youth Formula 2024-2025: 23-A-55-AY-000003 WIOA Youth Formula 2024–2026: 24-A-55-AY-000073 TANF 2024: G-2501-FL-TANF
Federal Award Date of Award to the Recipient by the Federal Agency	PY 2024/FY 2025
Subaward Period of Performance Start Date:	July 1, 2024
Subaward Period of Performance End Date:	June 30, 2025
Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$275,000
Name of Federal Awarding Agency	U.S. Department of Labor U.S. Department of Health and Human Services
Name of Pass-Through Entity	Florida Department of Commerce
Contact Information for CareerSource Hillsborough Pinellas Authorizing Official	Keidrian Kunkel President and Chief Executive Officer 4350 West Cypress Street, Suite 875 Tampa, FL 33607 kunkelk@careersourcetb.com
Contact Information for Subrecipient Authorizing Official	Michael Long, SailFuture, Inc. 2900 68 th Avenue S. St. Petersburg, FL 33712 mlong@sailfuture.org
Assistance Listing Numbers and Name:	WIOA Youth 17.259 TANF 93.558
Identification of Whether Subaward is R&D:	No
Subrecipient Indirect Costs	See Attachment A – Approved Budget
Federal Award Project Description:	WIOA Youth Services









1st Amend to the Sail Future Subaward PY24-25 v.2025.01.15

Final Audit Report

2025-01-20

Created:	2025-01-17 (Eastern Standard Time)
By:	Anna Munro (munroa@careersourcetb.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGtHM2i0DGXNKZVLDW8n3gIAOjpiV2MIU

"1st Amend to the Sail Future Subaward PY24-25 v.2025.01.15" History

-  Document created by Anna Munro (munroa@careersourcetb.com)
2025-01-17 - 12:37:28 PM EST
-  Document emailed to Michael Long (mlong@sailfuture.org) for signature
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-  Document e-signed by Michael Long (mlong@sailfuture.org)
Signature Date: 2025-01-18 - 10:43:00 AM EST - Time Source: server
-  Document emailed to Keidrian Kunkel (kunkelk@careersourcetb.com) for signature
2025-01-18 - 10:43:01 AM EST
-  Email viewed by Keidrian Kunkel (kunkelk@careersourcetb.com)
2025-01-20 - 11:36:26 AM EST
-  Document e-signed by Keidrian Kunkel (kunkelk@careersourcetb.com)
Signature Date: 2025-01-20 - 11:38:38 AM EST - Time Source: server
-  Agreement completed.
2025-01-20 - 11:38:38 AM EST

**SUBAWARD AGREEMENT
BETWEEN WORKNET PINELLAS, INC.
AND
SAILFUTURE INC.**

THIS SUBAWARD AGREEMENT is entered into as of July 1, 2023 (the “Effective Date”), by and between WorkNet Pinellas, Inc. dba CareerSource Pinellas, a Florida not-for-profit corporation, hereinafter referred to as “CareerSource Pinellas,” and SailFuture Inc., a Florida not-for-profit corporation, hereinafter referred to as “Service Provider” or “Subrecipient.”

RECITALS

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

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

WHEREAS, WIOA requires that CareerSource Pinellas competitively procure a provider of Youth Services;

WHEREAS, CareerSource Pinellas issued a request for proposal, RFP#23-0314 on March 14, 2023, for WIOA Youth Services;

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

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

WHEREAS, Provider has agreed to provide WIOA Youth Services as outlined in the Request for Proposal and the included Statement of Work;

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

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

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

1. Recitals, Exhibits and Incorporation by Reference. The foregoing recitals are true and correct and form a material part of this Agreement. All exhibits attached to this Agreement contain additional terms of this Agreement and are incorporated herein and form a material part of this Agreement. CareerSource Pinellas' request for proposal, RFP#23-0314 and the Service Provider's Response are incorporated herein by reference and form a material part of this Agreement.

2. Term. The term of this Agreement ("Term") shall commence on the Effective Date, and the Term shall end on June 30, 2024, unless extended or earlier terminated as provided for herein. The Agreement may be renewed for three (3) additional, one-year terms in alignment with the fiscal year of CareerSource Pinellas under the same terms and conditions and in the sole discretion of CareerSource Pinellas upon mutual agreement.

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

a. To provide and perform WIOA Youth Services as set forth in Exhibit A, and incorporated herein by reference; and,

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

4. Service Delivery Standards.

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

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

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

5. Performance

a. Service Provider represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a

combination thereof, to adequately and competently perform the duties, obligations, and services set forth in this Agreement, and to provide and perform such services to CareerSource Pinellas' satisfaction for the agreed compensation.

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

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

6. Compensation. In exchange for the Statement of Work attached hereto as Exhibit A, CareerSource Pinellas agrees to reimburse the Service Provider for approved costs incurred up to \$419,100 utilizing a 10% de minimis indirect cost rate calculated on Modified Total Direct Costs.

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

7. Compliance Requirements.

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

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

- i. Section 188 of the Workforce Opportunities and Innovation Act of 2014 (WIOA), 29 U.S.C. 2938(a)(3) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability,

- political affiliation or belief, and, for beneficiaries only, on the basis of citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;
- ii. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 20000d et seq., which prohibits discrimination on the bases of race, color and national origin;
 - iii. Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination against qualified individuals with disabilities;
 - iv. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
 - v. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age;
 - vi. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs; and
 - vii. Executive Order 11246, as amended by Executive Order 11375, requires that Federal Contractors and subcontractor not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/subcontractor to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.
 - viii. The Subrecipient also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.
 - ix. Prohibition Against Discrimination: Subrecipient's decisions regarding the delivery of Services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, national origin, marital status, physical or mental disability, political affiliation, belief, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.
 - x. Equal Opportunities for Subrecipients: Subrecipient agrees that participants and recipients in activities or programs funded by the Agreement or any Amendment hereto shall not be discriminated against because of their status as subrecipients regarding the terms and conditions of training or employment or the receipt of Services and rights attributable thereto.
 - xi. Compliance with Discrimination Laws: Subrecipient shall comply with the prohibitions against discrimination in the Age Discrimination Act of 1975, section 504 of the Rehabilitation Act, in Title IX of the Education Amendments of 1972, and under Title VI of the Civil Rights Act of 1964 with respect to the performance of their obligations under this agreement, and shall comply with the physical and programmatic accessibility and reasonable accommodations requirements of section 504 of the Vocational Rehabilitation Act of 1973, as amended, and the

Americans with Disabilities Act of 1990.

- xii. Subrecipient shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded in whole or in part by CareerSource Pinellas, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.
 - xiii. Subrecipient shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination based on disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, national origin, marital status, political affiliation, or physical or mental disability. In addition, Subrecipient shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms, and conditions of employment, training (including apprenticeship), and accessibility.
 - xiv. Subrecipient shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, age, religion, color, gender, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
 - xv. Complaint Procedures: Subrecipient agrees to be governed by the complaint and compliance requirements as set forth in the Federal or Florida Acts as applicable with respect to discrimination and equal opportunity requirements.
 - xvi. Equal Employment Opportunity whereby Service Provider agrees that it shall not discriminate as to race, sex, color, creed, handicap, national origin, or other protected class in the selection, operations conducted, or performance related to the Statement of Work. Service Provider shall comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- c. *Salary and Bonus Limitations:* Pursuant to P.L. 116-260, Division H, Title I, Section 105, Subrecipient shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II.
- d. *Veteran's Priority of Service Provisions:* Subrecipient agrees to be governed by the requirements of the Jobs for Veterans Act (PUB. L. 107-288) (38 USC 4215), as implemented

by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132, Jobs for Veterans Act (JVA) provides pursuant to 20 CFR part 1010, the priority of service to veterans and spouses of certain veterans for the receipt of employment, training and placement services in any job training program directly funded, in whole or in part, by the Department of Labor (DOL). Subrecipient agrees, in circumstances, where the Subrecipient must choose between two equally, qualified candidates for training, one of who is a veteran, the JVA requires the Subrecipient to give the veteran priority of service by admitting him or her into the program. To obtain priority of service, a veteran or spouses of certain veterans must meet the program's eligibility requirements. Subrecipient must comply with DOL and state of Florida guidance.

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

- j. *Prohibition - the Payment of Fees:* Subrecipient agrees and understands that no funds provided for by this Agreement or Amendments hereto shall be used for the payment of a fee charged to an individual for the placement or referral of that individual to a program except as may be provided in accordance with this agreement.
- k. *Child Labor Laws:* Subrecipient shall comply with all applicable federal, state and local child labor laws in carrying out the terms and conditions of this Agreement or Amendments hereto.
- l. *Trafficking Victims Protection Act of 2000:* Pursuant to 2 CFR 175.15(b), during the term of this Agreement, Subrecipient and its employees, may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of any Statement of Work made pursuant to this Agreement.
- m. *Certification Regarding Environmental Tobacco Smoke:* Pursuant to Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by any entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18.
- n. *Collective Bargaining Agreements:* Subrecipient agrees and understands that it must comply with and shall not violate the terms and conditions of any collective bargaining agreement in effect during this Agreement.
- o. *Unions:* Subrecipient shall not use any funds appropriated under this Agreement or Amendments hereto to assist, promote, or deter union organizing. No Subrecipient/participant may be placed into or remain working in any position or work activity which is affected by labor disputes involving a work stoppage. Subrecipient shall make every effort to relocate subrecipients who wish to remain working, into suitable positions unaffected by the work stoppage. Subrecipient shall not require any participant or recipient in a position funded by this Agreement to join a union to receive services unless the participant or recipient is subject to a collective bargaining agreement containing a union security provision.
- p. *Working Conditions:* Subrecipient agrees that conditions of work activities, employment and/or training will be appropriate and reasonable regarding the type of work, the geographical region and the proficiency of the Subrecipient.
- q. *Insurance and Bonding:* During the Term of this Agreement, Subrecipient shall maintain adequate Professional Liability Insurance for the Services considered herein and Subrecipient shall supply CareerSource Pinellas a Certificate of Insurance naming CareerSource Pinellas as an additional insured on such policy upon signature of this Agreement.

- r. *Rights and Remedies Not Waived:* No payment by CareerSource Pinellas to Subrecipient shall be construed as a waiver by CareerSource Pinellas or any breach or default of Subrecipient in the performance of any condition of this Agreement or Amendment hereto; nor shall such payment impair or prejudice any right of CareerSource Pinellas with respect to such breach or default; nor shall any assent by CareerSource Pinellas expressed or implied, to such breach or default, be construed as assent to any succeeding breach or default.
- s. *Conflict of Interest:* Subrecipient asserts and assures that they did not solicit, pay, or offer some other form of consideration to any CareerSource member or other elected official in order to obtain this contract award. Subrecipient asserts and assures that it is in compliance with the Florida Statutes conflict of interest restrictions.
- t. *Code of Conduct:* Subrecipient agrees to abide by CareerSource Pinellas's Code of Conduct or with its own Organizational Code of Conduct so long as it meets the minimum standard set forth within CareerSource Pinellas's own Code of Conduct. It is the Subrecipient's responsibility to request and secure a copy of the Code of Conduct. Neither Subrecipient nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Subrecipient's loyal and conscientious exercise of judgment related to performance under this agreement. Subrecipient agrees that none of its officers or employees shall during the term of this agreement serve as an expert witness against CareerSource, in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of CareerSource or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- u. *Performance:* Subrecipient represents that all persons delivering the Services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to perform the duties, obligations, and Services adequately and competently, and to provide and perform such Services to CareerSource Pinellas's satisfaction for the agreed compensation.
- v. Subrecipient shall make every effort to exercise economic reasonableness in all expenditures involved in the delivery of Services under this Agreement.
- w. Subrecipient shall perform its duties, obligations, and Services under this agreement in a skillful, respectable and cost-conscious manner. The quality of Subrecipient's performance and all interim and final product(s) provided to or on behalf of CareerSource Pinellas shall be comparable to the best local, state, and national Services.
- x. *Drug Free Workplace:* The Drug-Free Workplace Act of 1988, 41 USC 702 et seq., and 2 CFR 182 require that all organizations receiving funds from any Federal agency maintain a

drug-free workplace. The Subrecipient must notify the person listed under Notice if an employee of the Subrecipient is convicted of violating a criminal drug statute.

- y. *Certification Regarding Clean Air Act, Water Act, Energy Efficiency and Environmental Standards, Solid Waste:* Subrecipient shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Subrecipient shall report any violation of the above to the contract manager. Energy Efficiency: The Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Subrecipient will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Subrecipient will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

- z. *Whistleblower Protection:* No employee of an organization receiving funds under WIOA may be discharged, demoted, or otherwise discriminated against for disclosing information they reasonably believe is evidence of gross mismanagement or waste, a substantial and specific danger to public safety related to the implementation; or, an abuse of authority; or a violation of law, rule or regulation related to a contract awarded. Subrecipient shall refer to the Grantor Office of Inspector General any credible evidence that a principal, employee, agent, Subrecipient, subcontractor, or other person who has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds. (Whistleblower Protection Act of 1989).
- aa. In accordance with the *Stevens Amendment* (Public Law 115-31, Division H, Title V, Section 505), when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act included, but not limited to State and local governments and Contractors of Federal grants shall clearly state –
 - i. the percentage of the total costs of the program or project which will be financed with Federal money;

- ii. the dollar amount of Federal funds for the project or program; and
 - iii. percentage and dollar amount of the total costs of the project or programs that will be financed by nongovernmental sources.
- bb. *Debarment and Suspension (Executive Orders 12549 and 12689)*. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- cc. *Hatch Act*. None of the funds or services under this agreement provided by Federal Departments, the Governor or CareerSource Pinellas to the Service Provider shall be used for any non-partisan or partisan political activity or to further the election or the defeat of any candidates for public office within the constraints of the Hatch Act (5 USC section 1501) and the Federal Election Campaign Act, as amended (2 USC section 431).
- dd. *Partisan and Non Partisan Activities*: No participant, Service Provider, or employee whose salary is funded in whole or in part by this agreement may engage in partisan or nonpartisan political activities during the hours for which the participant, Contractor, or employee is paid with CareerSource Pinellas funds or is receiving a CareerSource Pinellas program-related benefit.
- ee. *Prohibition Against Association of the Contract Program with Political Activities*: No contractor or employee whose salary in whole or in part is paid for with funds available under this Agreement, may at any time, engage in partisan political activities in which such contractor or employee represents himself/herself as a spokesperson of CareerSource Pinellas or contractor's program.
- ff. *Placement of Contractor or Employees in Offices of Elected Officials*: No contractor or employee whose salary is paid for in whole or in part with funds available under this agreement shall be employed or out stationed in the office of a member of Congress or state or local legislator or on the staff of a legislative committee or in the office of any local elected official(s) of a state or a unit of local government without CareerSource Pinellas's express written approval.
- gg. *Out Stationing to Offices of Elected Officials*: No participant, Contractor or employee whose salary is paid for in whole or in part with funds available under this agreement may be employed or out stationed in positions involving political activities in the offices of elected officials.
- hh. *Byrd Anti-Lobbying Amendment*: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors who apply or bid for an award of \$100,000 or more shall file the required

certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the contractor.

- ii. *Domestic preferences for Procurements:* Subrecipient agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

- jj. *Prohibition on certain telecommunications and video surveillance services or equipment:* Subrecipient agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See Public Law 115-232, section 889 for additional information and 2 CFR part 200.471.

- kk. *Equal Treatment of Faith Based Organizations [29 CFR 2.32]:* CareerSource Pinellas does not require faith-based organizations to provide assurances or notices where they are not required of non-faith-based organizations. Any restrictions on the use of grant funds apply equally to faith-based and non-faith-based organizations. CareerSource Pinellas does not disqualify faith-based organizations from participating in CareerSource programs or services because such organizations are motivated or influenced by religious faith to provide social services, or because of their religious character or affiliation, or on grounds that discriminate against organizations on the basis of the organizations' religious exercise, as defined in 34 CFR 75.52(c)(3) and 76.52(c)(3).

- ll. Service Provider agrees that allowability of costs shall be determined in accordance with the cost principles applicable to the organization incurring the costs as stated in 29 CFR 95.27.

- mm. Service Provider agrees that compliance with the aforesaid requirements is a condition of continued receipt of, or benefit from, Federal and/or State funds, and that it is binding upon the Service Provider, its successors, transferees, and assignees during the Term. Service Provider further assures that all subcontractors, vendors, or others with whom it arranges to perform any of the Statement of Work in connection with this Agreement, are to comply with the above statutes, regulations, and standards.

- nn. Failure to comply with any of the provisions of this paragraph 7 shall be deemed a material breach of this Agreement.

- oo. *Mandatory Reporting.* In compliance with sections 39.201 and 415.1034 of the Florida Statutes, if Subrecipient, its agents, employees, and contractors performing services under this Agreement, knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Subrecipient agrees to

immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <https://www.myflfamilies.com/service-programs/abuse-hotline/> or via fax at 1-800-914-0004.

pp. Statutory and national policy requirements. [2 CFR § 200.300]

(a) Subrecipient certifies that the funding under this Agreement will be spent in accordance with and will implement associated programs all in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. All relevant public policy requirements, including those in general appropriations provisions, and hereby incorporate herein by reference.

(b) Subrecipient is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

qq. Domestic preferences for procurements. CareerSource Pinellas provides that the purchase, acquisition, or use of goods, products, or materials under this Agreement shall be produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) in accordance with 2 CFR§ 200.322.

8. Financial Accountability and Grant Administration.

- a. *Financial Management.* Service Provider shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements.
- b. *Limitations on Expenditures.* Service Provider shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date, or following the earlier of the expiration or termination of this Agreement. CareerSource Pinellas shall only reimburse Service Provider for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the Statement of Work detailed in Exhibit A (ii) documented by contracts or other evidence of liability consistent with established CareerSource Pinellas and Service Provider procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.
- c. *Improper Payments.* Any cost or expenditure by Service Provider under this Agreement which is found by auditors, investigators, or other authorized representatives of CareerSource Pinellas, the Governor, Department of Economic Opportunity, Department of Labor, the U.S. Government Accountability Office or the Comptroller General of the

United States to be improper, unallowable, unauthorized, in violation of federal or state law or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Service Provider, is Service Provider's liability, to be paid by Service Provider from funds other than those provided by CareerSource Pinellas under this Agreement or any other agreements between CareerSource Pinellas and Service Provider. The Service Provider agrees to promptly repay CareerSource Pinellas any amount previously paid to the Service Provider by CareerSource Pinellas, which is determined to be an improper, unallowable, or unauthorized cost or expenditure. CareerSource Pinellas may withhold funds from future deliverables or cost reimbursement requests pending resolution of such disallowed costs or expenditures. This provision shall survive the expiration or termination of this Agreement.

- d. *Audited Financial Statements.* In any fiscal year in which Service Provider expends \$750,000 or more in federal awards during such fiscal year, including awards received as a subrecipient, Service Provider must comply with the federal audit requirements contained in the Uniform Guidance, [45 CFR Part 75], including the preparation of an audit by an independent Certified Public Accountant in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and with Generally Accepted Accounting Principles.¹ If Service Provider expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by CareerSource Pinellas and appropriate officials of the Federal Awarding Agency, the U.S. Government Accountability Office and the Comptroller General of the United States, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. Service Provider shall provide CareerSource Pinellas with a copy of Service Provider's most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of Service Provider's most recently ended fiscal year.
- e. *Audit resolution.* Service Provider agrees to be subject to audit resolution procedures established by CareerSource Pinellas, the State of Florida, and/or the Federal Government and to cooperate with CareerSource Pinellas in the event resolution cannot be achieved at CareerSource Pinellas' level.
- f. *Closeout.* Final payment request(s) under this Agreement must be received by CareerSource Pinellas no later than thirty (30) days from the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by CareerSource Pinellas after this date without authorization from CareerSource Pinellas. In consideration of the execution of this Agreement by CareerSource Pinellas, Service Provider agrees that acceptance of final payment from CareerSource Pinellas will constitute an agreement by Service Provider to release and forever discharge CareerSource Pinellas, its agents, employees, representatives, affiliates, successors and

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assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Service Provider has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. Service Provider's obligations to CareerSource Pinellas under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of CareerSource Pinellas. Such requirements shall include, without limitation, submitting final reports to CareerSource Pinellas and providing any closeout-related information requested by CareerSource Pinellas by the deadlines specified by CareerSource Pinellas. This provision shall survive the expiration or termination of this Agreement.

9. Recordkeeping.

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

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

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

- i. Keep and maintain public records required by CareerSource Pinellas to perform the Services under this Agreement.
- ii. Upon request from CareerSource Pinellas' custodian of public records, provide CareerSource Pinellas with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Subrecipient does not transfer the records to CareerSource Pinellas.
- iv. Upon completion of the Agreement, transfer, at no cost to CareerSource Pinellas, all public records in possession of the Subrecipient or keep and maintain public records required by CareerSource Pinellas to perform the service. If the Subrecipient transfers all public records to CareerSource Pinellas upon completion of the Agreement, the

Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CareerSource Pinellas, upon request from CareerSource Pinellas custodian of public records, in a format that is compatible with the information technology systems of CareerSource Pinellas.

- v. **If the Subrecipient has questions regarding the application of chapter 119, Florida Statutes, to the Subrecipient's duty to provide public records relating to this agreement, contact CareerSource Pinellas' Custodian of Public Records at 13805 58th St. N, Suite 2-140, Clearwater, FL 33760, Email address: smeier@careersourcepinellas.com.**

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

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

10. Reporting, Auditing and Monitoring. Service Provider will be subject to fiscal, administrative, and performance auditing and monitoring on a periodic basis to ensure contractual compliance, fiscal accountability, performance and compliance with applicable state and federal laws and regulations. The Service Provider agrees to provide CareerSource Pinellas, or its designee, unqualified access to all Records and/or other documentation developed pursuant to this Agreement. The Service Provider further agrees to furnish to CareerSource Pinellas, upon request, whatever information and documentation that is necessary to effect CareerSource Pinellas, monitoring of activities under this Agreement.

11. Independent Contractor. It is understood that Service Provider is an independent contractor and not an agent or employee of CareerSource Pinellas for any purpose including, but not limited to, federal tax and other state and federal law purposes. Service Provider assumes responsibility for payment of all federal, state and local taxes imposed or required of Service Provider under unemployment insurance, Social Security and income tax laws. Service Provider shall be solely responsible for any worker's compensation insurance required by law and shall provide CareerSource Pinellas with proof of insurance upon request. The parties agree that CareerSource Pinellas shall not: (a)

pay dues, licenses or membership fees for Service Provider; (b) require attendance by Service Provider, except as otherwise specified herein; (c) control the method, manner or means of performing Services under this Agreement, except as otherwise specified herein; or (d) restrict or prevent Service Provider from working for any other party. Neither party has the right or the power to enter into any contract or commitment on behalf of the other party, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by the Party or executing contracts binding upon the other Party.

12. Indemnification and Insurance.

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

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

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

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

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

iv. Workers Compensation as required by applicable state law.

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

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

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

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

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

CareerSource Pinellas:	Steven Meier Chief Executive Officer CareerSource Pinellas 13805 58 th Street N., Suite 2-140 Clearwater, Florida 33760
Service Provider:	Michael Long Founder & CEO SailFuture Inc. 2154 27 th Avenue N. St. Petersburg, FL 33713

15. Entire Agreement; Incorporate of Documents. This Agreement supersedes any prior understandings or agreements between the parties; there are no other agreements between the parties concerning this subject matter except as set forth herein; and there are no representations, warranties, or oral agreements other than those expressly set forth herein. This Agreement incorporates all rules,

regulations, handbooks, manuals, policy statements, guidance or other notices issued pursuant to the Program Requirements identified in paragraph 5.a. of this Agreement.

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

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

18. Corporate Status; Change of Ownership.

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

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

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

20. Default. Neither party shall declare the other party in default of any provision of this Agreement without giving the other party at least five (5) days advance written notice of intention to do

so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

21. Termination.

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

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

23. Parties Acknowledgement: Parties Bound. The Parties acknowledge that they have read this Agreement and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this

Agreement to be executed on its behalf by the authorized officer whose signature appears below under its name, to be effective as of the date written above.

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

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

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

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

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

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

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

31. Miscellaneous. Unless otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the parties, their successors, heirs, and assigns. Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.

All captions herein contained are for convenience only and shall not be constructed to limit any provisions hereunder. Time shall be of the essence of this Agreement. All Parties agree to cooperate fully and to execute any supplementary documents and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and which are not inconsistent with its terms.

Authorized parties are executing this Agreement on the Effective Date:

WorkNet Pinellas, Inc.

By: Steven Meier
Steven Meier
Chief Executive Officer

Digitally signed by Steven Meier
DN: cn=Steven Meier, o, ou,
email=smeier@careersourcepinella
s.com, c=US
Date: 2023.08.03 12:27:25 -04'00'

SailFuture Inc.

By: Michael Long
Michael Long
President

EXHIBIT A: STATEMENT OF WORK

● Introduction

The Workforce Innovation and Opportunity Act (WIOA) offers an integrated and comprehensive range of services consisting of workforce development activities benefiting employers, job seekers, and communities. The purposes of WIOA are to:

- increase, particularly for individuals with barriers to employment, access to and opportunities for the employment, education, training, and support services needed to succeed in the labor market;
- support the alignment of workforce investment, education, and economic development systems for a comprehensive, accessible, and high-quality workforce development system;
- improve the quality and labor market relevance of workforce investment, education, and economic development efforts to provide individuals with the skills and credentials necessary to secure and advance in employment with family-sustaining wages, and to provide; employers with the skilled workers needed to succeed in a global economy;
- promote improvement in the structure and delivery of services through the workforce development system to better address the educational and training needs of workers, job seekers, and employers;
- increase the prosperity of workers and employers; the economic growth of communities, regions, and states; and the global competitiveness of the United States; and
- provide workforce investment activities, through state and local workforce development systems, that increase participants' employment, retention, earnings, and attainment of recognized postsecondary credentials, and as a result, improve the quality of the workforce, reduce dependency on public assistance, increase economic self-sufficiency, meet the skills requirements of employers, and enhance the productivity and competitiveness of the nation.

SailFuture

As the Primary Youth Services Partner, SailFuture agrees to follow the direction set forth by CareerSource Pinellas as approved by the Board of Directors of WorkNet Pinellas, Inc. d.b.a. CareerSource Pinellas. SailFuture will be instrumental in carrying out the directions set forth by the CareerSource Pinellas. SailFuture will deliver a continuum of age-appropriate activities to WIOA-eligible, out-of-school (OSY) youth between the ages of 16 and 24. In addition, SailFuture will provide age appropriate activities to newly enrolled in-school youth during the contract period under available In-School-Youth (ISY) funding maintaining a 50% ISY level of expenditure unless a waiver is requested through CareerSource Pinellas. SailFuture will build and maintain partnerships with foster care and DJJ providers within the Pinellas County community.

Funds requested will be used to support programs and services that incorporate the 14 required WIOA

program elements.

Requirements- OSY Youth must be between the ages of 16 and 24. ISY Youth must be between the ages of 14 and 21. Both OSY and ISY must meet the appropriate definition of their respective school status and all youth eligibility guidelines as outlined in Training and Employment Guidance Letter WIOA No. 21-16 and any other DEO or DOL guidance. Determining participant eligibility will be the responsibility of the SailFuture Youth Coordinators and must meet the standards set forth by the Workforce Innovation and Opportunities Act and approved by CareerSource Pinellas staff.

Additionally, SailFuture will follow any additional guidelines, definitions, eligibility, and/or documentation requirements that the CareerSource Pinellas board may establish such as eligibility documentation requirement for the "requires additional assistance to complete an educational program, or to obtain or retain employment" criterion of OSY eligibility. In addition, the CareerSource Pinellas Board may modify the criteria and guidelines set forth in this contract based on further guidance regarding implementation of the Workforce Innovation and Opportunities Act.

WIOA Youth Eligibility

To be eligible to receive WIOA youth services, an individual must:

- be a citizen or noncitizen authorized to work in the United States;
- meet Military Selective Service registration requirements (males only); and
- be an ISY or OSY, as defined by WIOA §129(a)(I)(B)--(C).

1. Out-of-School Youth Eligibility Criteria

To meet out-of-school (OSY) eligibility criteria, an individual must:

- (a) Not be attending school;
- (b) Be between the ages of 16 to 24 at the time of enrollment; and
- (c) Meet one or more of the following eligibility barriers:
 - (1) A school dropout.
 - (2) A youth who is within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter.
 - (3) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either —
 - a) Basic skills deficient, or
 - b) An English language learner.
 - (4) An offender.
 - (5) A homeless individual or a runaway.

- (6) An individual in foster care or has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under section 477 of the Social Security Act, or in an out-of-home placement.
- (7) An individual who is pregnant or parenting.
- (8) An individual with a disability.
- (9) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

Males aged 18 or older must be registered with the selective service to be eligible for WIOA Youth services. To maintain eligibility for WIOA services, a male participant who turns age 18 while participating in the program must register with the selective service

2. In-School Youth Eligibility Criteria

To meet in-school-youth (ISY) eligibility criteria, an individual must:

- (a) Be attending school, including secondary or postsecondary school;
- (b) Be not younger than age 14 and not older than age 21 (unless an individual with a disability who is attending school under state law) at the time of enrollment;
- (c) Be a low-income individual; and
- (d) Meet one or more of the following eligibility barriers:
 - (1) Basic skills deficient.
 - (2) An English language learner.
 - (3) An offender.
 - (4) A homeless individual or a runaway.
 - (5) An individual in foster care or has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under section 477 of the Social Security Act, or in an out-of-home placement.
 - (6) An individual who is pregnant or parenting.
 - (7) An individual with a disability.
 - (8) An individual who requires additional assistance to complete an educational program or to secure or hold employment.

Per **TEGL 21-16**, there is one exception to age eligibility for youth attending school. Youth with disabilities who have an Individualized Education Program (IEP) may be enrolled as ISY through the age of 21 (up to their 22nd birthday).

3. Determining School Status

LWDBs must determine a youth's school status, including dropout status, at the time of program enrollment. Because the process of program enrollment can occur over a period, school status must be based on status at the time the eligibility determination portion of program enrollment is made. Once the school status of a youth is determined that school status remains the same throughout the youth's participation in the WIOA Youth program.

For example, if a youth is determined to be an OSY at time of enrollment and subsequently re-enters high school or enrolls in postsecondary education, that youth is still considered an OSY for purposes of the OSY expenditure requirement throughout their participation in the WIOA Youth program.

a. Additional School Status Criteria for Out-of-School Youth

Youth seeking program enrollment should be determined to be out-of-school if, at the time of enrollment, the youth:

- (1) Graduated high school and registered for postsecondary education (credit-bearing postsecondary classes), but ultimately did not start classes at the onset of the term for which he/she was registered;
 - (2) Is enrolled in non-credit-bearing postsecondary classes;
 - (3) Is enrolled in home education, but is not required to attend school regularly per school attendance requirements in sec. 1003.21, F.S.;
- or,
- (4) Is enrolled in a pre-apprenticeship or apprenticeship program.

b. Additional School Status Criteria for In-School Youth

Youth seeking program enrollment should be determined to be in-school if, at the time of enrollment, the youth is:

- (1) In between school years, during the summer, and is enrolled to continue school in the fall;
- (2) Between high school graduation and postsecondary education (credit-bearing postsecondary classes) and has registered for postsecondary classes but not yet begun postsecondary classes;
- (3) Attending a high school equivalency program, including those considered to be dropout re-engagement programs, funded by the public K-12 school system that are classified by the school as still enrolled in school;
- (4) Homeschooled per home education requirements set forth by the

Florida Department of Education

and included per compulsory

school attendance laws;

(5) Attending Florida Virtual Schools; or

(6) In a Florida Department of Juvenile Justice youth facility and does not have a high school diploma or its equivalency.

Low-Income

Based on the current understanding of WIOA eligibility guidelines, WIOA allows a low-income exception in which 5 percent of all ISY participants in a workforce area may be participants who ordinarily would be required to be low-income for eligibility purposes and who meet all other eligibility criteria for WIOA youth except the low income criterion. CareerSource Pinellas Board will calculate the 5 percent based on the percent of all youth served by the Board's WIOA youth program in a given program year.

An individual who meets any *one* of the following criteria satisfies the low-income requirement for WIOA youth services:

- o Receives, or in the past six months has received, or is a member of a family that is receiving or in the past six months has received, assistance through SNAP, TANF, or the SSI program, or state or local income-based public assistance.
- o Receives an income or is a member of a family receiving an income that, in relation to family size, is not more than the current combined DOL 70 percent Lower Living Standard Income Level and HHS Poverty Guidelines. The WIOA Income Guidelines for 2023 can be found [HERE](#).
- o Is a homeless individual as defined in §41403(6) of the Violence Against Women Act of 1994, or a homeless child or youth as defined in §725(2) of the McKinney-Vento Homeless Assistance Act.
- o Receives or is eligible to receive a free or reduced-price lunch under the Richard B. Russell National School Lunch Act (Per TEGL 21-16, WIOA programs must base low-income status on an individual student's eligibility to receive free or reduced-price lunch. Whole school receipt of free or reduced-price lunch cannot be used to determine WIOA low-income status for ISY.)
- o Is a foster youth, as defined in Florida Family Code, on behalf of whom state or local government payments are made
- o Is an individual with a disability whose own income meets:
 - o WIOA's income requirements, even if the individual's family income does not meet the income requirements; or
 - o the income eligibility criteria for payments under any federal, state, or local public assistance program

Basic Skills Deficient

An individual who meets either of the following criteria satisfies the basic skills deficient requirement for WIOA youth services:

- o Is a youth who has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or
- o Is a youth who is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.

In assessing basic skills, SailFuture must use assessment instruments that are valid and appropriate for the target population, and must provide reasonable accommodation in the assessment process, if necessary, for individuals with disabilities.

High Poverty Area

A youth living in a high poverty area automatically meets the low-income criterion. A high poverty area is a Census tract, a set of contiguous Census tracts, Indian Reservation, tribal land, or Native Alaskan Village or county that has a poverty rate of at least 25 percent, as set every five years using American Community Survey 5-Year data.

Unlike under the definition of an in-school youth (ISY) under WIOA, low income is not a requirement to meet eligibility for most categories of OSY under WIOA. However, low income is now a criterion for youth who need additional assistance to enter or complete an educational program or to obtain or retain employment. Also, WIOA has made youth with a disability a separate eligibility criterion and has changed the age criterion for OSY eligibility to youth not younger than 16 and not older than 24 years at the time of enrollment.

Additionally, WIOA includes a new OSY criterion: a youth who is within the age of compulsory school attendance but has not attended school for at least the most recent school year's calendar quarter.

The Board may establish definitions and eligibility documentation requirements for the "requires additional assistance to complete an educational program, or to obtain or retain employment or program participation" criterion of ISY and OSY eligibility.

WIOA Youth Program Design

The design framework of local youth programs must:

- Provide for an objective assessment of each youth participant, including a review of the academic and occupational skill levels and service needs, for the purpose of identifying appropriate services and career pathways for participants and informing the individual service strategy. The objective assessment must include a review of:
 - o basic skills;
 - o occupational skills;

- o work experience and employability;
- o interests;
- o aptitudes;
- o support service needs; and
- o developmental needs.

A new assessment of a participant is not required if it is appropriate to use a recent (within 6 months) assessment of the participant conducted as part of another education or training program.

- Develop, and update as needed, an individual service strategy for each youth participant that:
 - o is directly linked to one or more indicators of performance (as described in WIOA§116(b)(2)(A)(ii));
 - o identifies appropriate career pathways that include education and employment goals;
 - o considers career planning and the results of the objective assessment; and
 - o prescribes achievement objectives and services for the participant; and
- Provide case management of youth participants, including follow-up services. SailFuture must ensure staff:
 - o provide youth participants with information regarding the full array of applicable or appropriate services available through CareerSource or other providers or partners; and
 - o refer youth participants to appropriate training and educational programs that have the capacity to serve them either on a sequential or concurrent basis.

In order to meet the basic skills and training needs of applicants who do not meet the eligibility requirements of a particular program or who cannot be served by the program, SailFuture must ensure that youth are referred for further assessment, as necessary, or referred to appropriate programs to meet the skills and training needs of the youth.

Youth Program Elements

SailFuture must ensure that the following 14 services are available to youth participants:

1. Tutoring, study-skills training, instruction, and evidence based-dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential
2. Alternative secondary school services, or dropout recovery services, as appropriate
3. Paid and unpaid work experiences that have academic and occupational education as a component

of the work experience, which may include the following types of work experiences:

- o Summer employment opportunities and other employment opportunities available throughout the school year;
- o Pre-apprenticeship programs—a program or set of strategies designed to prepare individuals to enter and succeed in a registered apprenticeship program and has a documented partnership with at least one, if not more, registered apprenticeship programs;
- o Internships and job shadowing;
- o OJT opportunities, as defined in WIOA §3(44)

Work experience is a planned, structured learning experience that takes place in a workplace for a limited period of time. Work experience may be paid or unpaid, as appropriate, and may take place in the private for-profit sector, the nonprofit sector, or the public sector. Labor standards apply in any work experience in which an employee/employer relationship, as defined by FLSA or applicable state law, exists.

4. Occupational skills training, which includes priority consideration for training programs that lead to recognized postsecondary credentials that align with in-demand industry sectors or occupations in the workforce area involved, if the Board determines that the programs meet the quality criteria described in WIOA §123.

Occupational skills training is an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. Priority consideration must be given to training programs that lead to recognized postsecondary credentials that align with in-demand industry sectors or occupations in the workforce area. Such training must:

- o be outcome oriented and focused on an occupational goal specified in the individual service strategy;
- be of sufficient duration to impart the skills needed to meet the occupational goal; and
- result in attainment of a recognized postsecondary credential

5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster

6. Leadership development opportunities, including community service and peer centered activities encouraging responsibility and other positive social and civic behaviors

Leadership development opportunities are opportunities that encourage responsibility, confidence, employability, self-determination, and other positive social behaviors, such as:

- o exposure to postsecondary educational possibilities;

- o community and service learning projects;
- o peer-centered activities, including peer mentoring and tutoring;
- o organizational and teamwork training, including team leadership training;
- o training in decision making, including determining priorities and problem solving;
- o citizenship training, including life skills training such as parenting and work behavior training;
- o civic engagement activities that promote the quality of life in a community; and
- o other leadership activities that place youth in a leadership role such as serving on youth leadership committees, such as a Standing Youth Committee.

Positive social and civic behaviors are outcomes of leadership opportunities that are incorporated by Boards as part of their menu of services and that focus on areas that may include the following:

- o Positive attitude development;
- o Self-esteem building;
- o Openness to work with individuals from diverse backgrounds;
- o Maintaining healthy lifestyles, including being alcohol and drug free;
- o Maintaining positive social relationships with responsible adults and peers and contributing to the well-being of one's community, including voting;
- o Maintaining a commitment to learning and academic success;
- o Avoiding delinquency;
- o Postponing parenting;
- o Responsible parenting, including child support education;
- o Positive job attitudes and work skills; and
- o Keeping informed in community affairs and current events.

7. Support services, as defined in WIOA §3(59), which enable an individual to participate in WIOA activities. These services include, but are not limited to, the following:

- o Linkages to community services;
- o Assistance with transportation;
- o Assistance with child care and dependent care;
- o Assistance with housing;
- o Needs-related payments;
- o Assistance with educational testing;
- o Reasonable accommodations for youth with disabilities;
- o Referrals to health care; and
- o Assistance with uniforms or other appropriate work attire and work related tools, including such items as eyeglasses and protective eye gear.

8. Adult mentoring for a duration of at least 12 months that may occur both during and after

program participation Adult mentoring for youth must:

- o be a formal relationship between a youth participant and an adult mentor that includes structured activities in which the mentor offers guidance, support, and encouragement to develop the competence and character of the youth;
- o include a mentor who is an adult other than the assigned youth case manager; and
- o at a minimum, match the youth with an individual mentor with whom the youth interacts on a face-to-face basis. Group mentoring activities and mentoring through electronic means are allowable as part of mentoring activities.

Mentoring may include workplace mentoring in which the local program matches a youth participant with an employer or employee of a company.

9. Follow-up services for not fewer than 12 months after the completion of participation.

Follow-up services are critical services provided after a youth's exit from the program to help ensure the youth is successful in employment and/or postsecondary education and training.

Follow-up services for youth may include:

- leadership development opportunities and support services;
- regular contact with a youth participant's employer, including assistance in addressing work-related problems;
- assistance in securing better-paying jobs, career pathway development,
- and further education or training;
- work-related peer support groups;
- adult mentoring; and
- services necessary to ensure the success of youth participants in employment and/or postsecondary education.

All youth participants must receive some form of follow-up services for a minimum duration of 12 months. Follow-up services may be provided beyond 12 months at the Board's discretion. The types of services provided, and the duration of services must be determined based on the needs of the individual, and therefore, the type and intensity of follow-up services may differ for each participant. However, follow-up services must include more than only a contact attempted or made for securing documentation to report a performance outcome.

10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth

Comprehensive guidance and counseling is individualized counseling to participants that includes career and academic counseling, drug and alcohol abuse counseling, mental health counseling, and referral to partner programs, as appropriate. When referring participants to necessary counseling that cannot be

provided by the Board, the Board must coordinate with the community-based organization in order to ensure continuity of service.

11. Financial literacy education

The financial literacy education program element includes activities that:

- o support the ability of participants to create budgets, initiate checking and savings accounts, and make informed financial decisions;
- o support participants in learning how to effectively manage spending, credit, and debt, including student loans, consumer credit, and credit cards;
- o teach participants about the significance of credit reports and credit scores, what their rights are regarding their credit and financial information, how to determine the accuracy of a credit report and how to correct inaccuracies, and how to improve or maintain good credit;
- o support a participant's ability to understand, evaluate, and compare financial products, services, and opportunities and to make informed financial decisions;
- o educate participants about identity theft, ways to protect themselves from identify theft, and how to resolve cases of identity theft and in other ways understand their rights and protections related to personal identity and financial data;
- o support activities that address the particular financial literacy needs of non- English- speaking participants, including providing support through the development and distribution of multilingual financial literacy and education materials;
- o provide financial education that is age appropriate and timely, and provides opportunities to put lessons into practice, such as by access to safe and affordable financial products that enable money management and savings; and
- o implement other approaches to help participants gain the knowledge, skills,
- o and confidence to make informed financial decisions that enable them to attain greater financial health and stability by using high quality, age appropriate, and relevant strategies and channels, including, when possible, timely and customized information, guidance, tools, and instruction.

12. Entrepreneurial skills training

Entrepreneurial skills training provides the basics of starting and operating a small business. Such training must develop the skills associated with entrepreneurship, including, but not limited to, the ability to:

- o take initiative;
- o creatively seek out and identify business opportunities;
- o develop budgets and forecast resource needs;
- o understand various options for acquiring capital and the trade-offs associated with each option; and
- o communicate effectively and market oneself and one's ideas.

Approaches to teaching youth entrepreneurial skills include, but are not limited to, the

following:

- Entrepreneurship education that provides an introduction to the values and basics of starting and running a business. Entrepreneurship education programs often guide youth through the development of a business plan and may also include simulations of business start-up and operation.
- Enterprise development, which provides support and services that incubate and help youth develop their own businesses. Enterprise development programs go beyond entrepreneurship education by helping youth access small loans or grants needed to begin business operation and by providing more individualized attention to the development of viable business ideas.
- Experiential programs that provide youth with experience in the day-to-day operation of a business. These programs may involve the development of a youth-run business that young people participating in the program work in and manage. Or, they may facilitate placement in apprentice or internship positions with adult entrepreneurs in the community.

13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the workforce area, such as career awareness, career counseling, and career exploration services

14. Activities that help youth prepare for and transition to postsecondary education and training.

SailFuture will have the discretion to determine what specific program services a youth participant receives based on each participant's objective assessment and individual service strategy. SailFuture is not required to provide every program service to all youth participants. However, SailFuture will make every effort to ensure participants have access to the 14 program service elements outlined in WIOA.

Youth Services Orientation- All Youth entering the One-Stop centers will be introduced to the resources available through Employ Florida Marketplace and CareerSource Pinellas as well as SailFuture and a multitude of other coordinated service providers in Pinellas County regarding the full extent of services available.

Individualized Comprehensive Assessment- In addition to income eligibility and academic assessment all program participants will be assessed under WIOA Youth Objective Assessment in terms of occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs. Upon completion of this comprehensive assessment, an Individual Service Strategy (ISS) or Individual Employment Plan (IEP) will be developed based on the WIOA 14 program service elements.

An objective assessment of skill levels and service needs of each participant will be completed. This assessment will include an examination of basic skills, occupational skills, educational background, prior work experience, employability, interests, aptitudes, attitudes toward work, motivation,

behavioral patterns affecting potential employment; - and family situation. The assessment will also include an evaluation of the participant's barriers to employment including financial resources and supportive service needs.

Staff will use a full array of options including structured interviews, career guidance instruments, basic skills tests, and behavioral observation:

Basic Skills assessment-

Each youth's academic levels will be assessed using the NWEA MAP Assessment to determine areas in need of support in both Reading and Math. This nationally recognized assessment will be provided 3 times per year to track students' growth and assist in development of actionable individualized learning plans for each youth. A youth is considered basic skills deficient if they: (1) Have English reading, writing, or computing skills at or below the eighth-grade level on a generally accepted standardized test; or (2) Are unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.

Assessment of educational background and occupational skills:

For all SailFuture applicants that are enrolled in alternative education, staff will review school grades and attendance records prior to enrollment into the program. Staff will monitor and verify youths' attendance, class progress, skills, and mental health to evaluate and provide support, guidance, and referrals as needed to address the youth's individual needs.

Needs and barriers:

Prior to enrollment into the program SailFuture staff will identify applicant's needs and barriers to successful program completion or employment. SailFuture staff will identify and address each applicant's individual needs and provide all resources available to support the applicant's success upon enrollment into the program. In addition to the academic, skills, and mental health assessments, SailFuture staff will also provide career interests, employability, and developmental needs assessments therefore providing a program that addresses each applicant as a whole.

SailFuture staff will monitor candidate's offender background within various local and state Management Information systems. Upon review of all offender information, SailFuture staff will determine youth's suitability and ability and immediate needs and offer additional internal and community resources.

SailFuture will provide all applicable internal and community resource referrals to applicant's that report to be homeless.

If applicant is a parenting youth, staff will verify that childcare is in place and that youth will be able to participate in all activities assigned by the SailFuture staff. If youth doesn't have childcare services in place prior to enrollment into the program, youth will be referred to DCF to apply for TANF benefits, or Coordinated Child Care, or will need to provide written verification from her family member, relative or friend that they will provide childcare services until youth completes training or assigned work readiness activities.

If during the initial interview staff identifies that youth is pregnant, staff will verify that youth will be able to complete training program prior to the baby's due date, and that youth has plans regarding childcare after the baby is born.

Work Readiness Assessment:

Each youth's employability will be assessed and evaluated based on each youth's prior work experience to identify skills and strengths that can be applied to future career opportunities. The evaluation includes an assessment of the youth's professionalism, time management skills, effort, and maturity. Feedback to the youth is provided in the form of narrative evaluations which will include action steps needed to achieve employability.

Work Readiness and Job Placement Services

As program participants near 80% completion of their program, or as the result of SailFuture assessment indicates need, assessment of work readiness and services needed to assist participant with placement following their training will take place and be included in their ISS/IEP. Services anticipated would be a current resume(s); active participation, posted resume and training on the self-service areas of the Employ Florida MIS system; and/or completion of any SailFuture or CareerSource workshop(s) applicable to the job-seeking participant.

Educational and Training Services

Educational and Training services are primarily intended to assess the youth's goals, barriers to desired educational goals and provide steps to goal attainment. Direct or referred services may take the form of:

- o Adult Basic Education (ABE) - classes to upgrade the youth's basic skills for entry into a high school diploma, general education development (GED), technical training or occupational skills training program.
- o English for Speakers of Other Languages (ESOL) - classes to upgrade proficiency with the English language.
- o General Education Development (GED)- classes to prepare youth for the testing and obtainment Florida-awarded GED certificate.
- o Vocational Preparatory Instruction (VPI) - classes for a youth in receipt of a high school diploma or GED and remediation is needed to provide basic skills sufficiency for a targeted occupation or occupational training program.

- o Advanced Training, Occupational Training or Skills Upgrade within a specific occupation- class(es) to prepare a youth to obtain an industry recognized certification or diploma and/or employment within a Pinellas targeted or growth occupation (TOL).

On-the-Job Training (OJT) Opportunities for Older youth

OJT services are primarily intended to offer training in an actual work situation that allows youth to develop specific occupational skills or to obtain specialized skills required by an individual employer, that will lead youth to economic stability and self-sufficiency. OJT may be sequenced with or accompanied by other types of training such as vocational training and basic skills training.

SailFuture staff will refer to the CareerSource Business Services Team local employers who are committed to hiring youth and interested in providing occupational training via OJT to youth in exchange for training cost reimbursement at guidelines established by WIOA and who are willing to provide long term employment for youth upon successful completion of the OJT training. OJT opportunities will be limited in duration as appropriate to the occupation and as defined by the associated ONET's standard vocational training period (SVP). Other factors may also impact the duration of the OJT such as the participant's current skills and work experience, the content of the training being offered, any employment barriers of the participant, and the Individual Employment Plan (IEP) of the participant. OJT worksites will be monitoring according to state and federal guidance.

Paid work experience (PWE)/ Work-Based Learning (WBL)

PWE will be used primarily to teach good work habits and basic work skills for those who have never worked or who have not worked for a significant amount of time and provide the participant the opportunity to develop basic occupational related skills, with a goal to obtain a permanent, unsubsidized job placement.

Placement Services

SailFuture will be work with students to ensure activities and services provided lead to the obtainment and retention of unsubsidized employment.

WIOA Follow Up Services

Upon program exit, follow along services to assist youth with employment retention or post-secondary completion through the first, second, third and fourth quarters after the quarter of program exit. The EFM system will be updated with mandatory follow up.

Wagner Peyser (WP) Services

WIOA youth will be registered within the WP program to facilitate youth accessing services and staff providing WP services on “as needed” basis.

REPORTING REQUIREMENTS AND PERFORMANCE MEASURES

Monthly Youth Services Report:

Subrecipient will provide to the President/ CEO a consolidated monthly SailFuture Report due the 10th day of the subsequent month. The report will include the following information:

SailFuture:

1. Number of In School Youth (ISY) enrolled in program.
2. Number of ISY who have obtained a credential/diploma.
3. Number ISY placed into employment by occupation.
4. Number ISY enrolled into military.
5. Number ISY enrolled into apprenticeship program.
6. Number ISY enrolled into post-secondary education/training component
7. Number of Out of School Youth (OSY) enrolled in program.
8. Number OSY who have obtained a credential/diploma.
9. Number OSY placed into employment by occupation.
10. Number OSY enrolled into military.
11. Number OSY enrolled into apprenticeship program.
12. Number OSY enrolled into post-secondary education/training component
13. List of youth placed and name of employer.
14. List of employers referred to CareerSource Pinellas.
15. List of youth referred and placed in PWE/OJT with CareerSource Pinellas.

Performance: WIOA Primary Indicators Measures	
Performance Standard	Goal of Attainment
Education and Employment Rate (2nd Quarter After Program Exit)	83.5%
Education and Employment Rate (4th Quarter After Program Exit)	81.0%
Median Wage (2nd Quarter After Program Exit)	\$4,698
Credential Attainment Rate (During Program participation or within One Year After Exit)	84.1%
Measurable Skills Gains (During Program participation or within One Year After Exit)	68.0%

EXHIBIT B: SUBAWARD DATA

Subrecipient Name	SailFuture Inc.
Subrecipient Unique Entity Identifier:	SGVWNF9ZQCW6
Federal Award Identification Number (FAIN)	WIOA Formula 2022–2024: AA-38523-22-55-A-12 TANF 2022: G-2301-FL-TANF
Federal Award Date of Award to the Recipient by the Federal Agency	PY 2023/FY 2024
Subaward Period of Performance Start Date:	July 1, 2023
Subaward Period of Performance End Date:	June 30, 2024
Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$419,100
Name of Federal Awarding Agency	U.S. Department of Labor U.S. Department of Health and Human Services
Name of Pass-Through Entity	Florida Department of Economic Opportunity
Contact Information for CareerSource Pinellas Authorizing Official	Steven Meier, Chief Executive Officer 13805 58 th Street N. Suite 2-140 Clearwater, FL 33760 smeier@careersourcepinellas.com
Contact Information for Subrecipient Authorizing Official	Michael Long, SailFuture Inc. 2900 68 TH Avenue S St Petersburg, FL 33712 mlong@sailfuture.org
Assistance Listing Numbers and Name:	WIOA Youth 17.259 TANF 93.558
Identification of Whether Subaward is R&D:	No
Subrecipient Indirect Costs	See Exhibit C – Approved Budget
Federal Award Project Description:	WIOA Youth Services

EXHIBIT C: Budget

Career Source Budget Summary

OSY Youth Served	40
Career Source Contribution per Youth	\$19,050
Total Staff	4.00
Total Career Source Contribution	\$419,100

Tuition Breakdown per youth

Supplies & Materials	\$1,500
Transportation	\$2,025
Individual Therapy & Group Counseling	\$1,625
Individual Mentorship and Career Counselor	\$2,000
Pre-Apprenticeship Related Technical Instruction	\$2,375
Total	\$9,525

EXPENSES

Supplies & Materials **\$60,000**

Tools & equipment	\$20,000
Education materials	\$20,000
Computer	\$14,000
Program uniforms	\$6,000

Transportation **\$81,000**

Fuel	\$15,000
Insurance	\$12,000
Bus Driver	\$48,000
Maintenance	\$6,000

Individual Therapy & Group Counseling **\$65,000**

Licensed Mental Health Counselor	\$55,000
Adventure Therapy Supplies	\$5,000
Fuel	\$5,000

Individual Mentor and Career Coach **\$80,000**

Case Manager	\$50,000
Crew Leader 1 (25% time)	\$15,000
Crew Leader 2 (25% time)	\$15,000

Pre-Apprenticeship Related Technical Instruction **\$95,000**

Program Manager	\$65,000
Maritime Instructor (25% time)	\$15,000
Entrepreneurship Instructor (25% time)	\$15,000

Total Direct Costs	\$381,000
De minimis Indirect Cost Rate (10%)	\$38,100

Total Cost \$419,100

EXHIBIT E: Individual Non-Disclosure and Confidentiality Certification Form

Individual Non-Disclosure and Confidentiality Certification Form

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

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

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

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

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

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

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

Employee Signature: _____ Date: _____

Print Employee Name: _____

Address: _____

Work Telephone: _____

E-Mail: _____