

**CONTRACT TERMS AND CONDITIONS FOR SERVICES  
BETWEEN  
CAREERSOURCE FLORIDA, INC  
AND  
Ernst & Young LLP**

**CONTRACT 2023-2024**

**FEID #: 34-6565596**

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**Project Name: REACH Act Alignment Phase 3**

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**Contract Value: \$2,330,980**

CFDA Numbers(s): 17.258, 17.259, 17.277 WIOA

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**I. Parties.** The parties to this Contract are CareerSource Florida, Inc., hereinafter referred to as "CareerSource Florida" or "CSF," and Ernst & Young LLP or EY, hereinafter referred to as "Contractor" or "EY."

**II. Term.** This Contract shall commence on June 1, 2023, or upon execution by the parties, whichever is later, and shall expire with no the option to renew on July 31, 2024. As CareerSource Florida receives its funding through an annual appropriation from the Florida Legislature, any contract is subject to the availability of funds. Funding for this Contract is made available by the Workforce Innovation and Opportunity Act CareerSource Florida retains sole authority to determine the availability of funds.

**III. Scope of Contract.**

EY will support state and local implementation of the [Florida Workforce System Transformation Plan](#) that was [approved by the CareerSource Florida Board of Directors on Feb. 23, 2023](#), to address a key directive of the state Reimagining Education and Career Help (REACH) Act.

Advancing system transformation statewide, the REACH Act was unanimously approved by the Florida Legislature and signed into law by Governor Ron DeSantis in 2021. The law addresses the evolving needs of Florida's economy by increasing the level of collaboration and cooperation among state businesses and education communities while improving training within and access to a more integrated workforce and education system. The REACH Act establishes a comprehensive blueprint for the state's talent development ecosystem. It demands customer-focused improvements to reimagine and modernize complementary, but often siloed systems for education, workforce development and public assistance directly affecting the state's talent pipeline through both policy and performance.

Among its provisions affecting the state workforce system — the CareerSource Florida network — the REACH Act directs: A reduction in the current number of local workforce development boards to:

1. Eliminate multiple layers of administrative entities to improve coordination of the workforce development system.

2. Establish consistent eligibility standards across the state to improve the accountability of workforce-related programs.
3. Provide greater flexibility in allocating resources to maximize the funds directed to training and business services.

The work to address this statutory directive resulted in a multi-phase Alignment Evaluation initiative to consider and implement realignment and consolidation opportunities for Florida's 24 local workforce development boards. In [Phase I \(April – July 2022\)](#) and [Phase II \(September 2022 – February 2023\)](#), the approach to this undertaking involved qualitative and quantitative research and discovery to develop a data-driven alignment strategy to achieve the three objectives of the board reduction requirement.

Additionally, this work further advances efforts to accomplish the overarching intent of the REACH Act as well as the goals of the federal Workforce Innovation and Opportunity Act (WIOA) for a more effective and accountable workforce development system that maximizes resources directed to services for job seekers, workers and employers, while helping more Floridians facing barriers become self-sufficient and achieve economic mobility and prosperity.

The Alignment Evaluation initiative was launched by CareerSource Florida, in collaboration with the Governor's REACH Office and other partners, in April 2022.

This initiative has resulted in the Florida Workforce System Transformation Plan to modernize the local workforce development board governance structure in the nation's third-largest state and better position the system to be even more customer-centered, cost effective and responsive to meet workforce talent demands today and in the future.

The transformation plan focuses on three pillars:

1. **Alignment and consolidation** for local workforce development boards.
2. **System-wide improvements** for improved customer consistency and better leveraging of public funds.
3. **Regional planning** to further promote workforce system alignment with education and economic development and optimize opportunities for regional economic growth.

EY will provide leadership, planning, coordination, subject matter expertise, and other strategic support, including but not limited to the vendor responsibilities outlined below, to help state and local partners implement newly realigned and consolidated local workforce development areas and boards; advance system-wide improvements; and support the designation and implementation of new planning regions for all of Florida's local workforce development boards.

CareerSource Florida provides policy guidance and finance / administrative technical assistance.

Specifically, **Attachment A - Schedule of Deliverables and Payments**, defines the services and critical timelines to be met by the Contractor, which will subsequently be paid by CSF. **Attachment A - Schedule of Deliverables and Payments** is prepared based on status and outcome of Phase 3 of REACH Act Alignment research that has conducted and the proposed scope of work. In the event changes to the scope of work are needed, it is imperative that both parties agree to such changes in advance to modify **Attachment A - Schedule of Deliverables and Payments** accordingly. Oral agreements by the Parties, unless rendered in writing as a change in this contract in advance, will not be allowed.

Before engaging the services of any affiliate or subcontractor for work under this Contract, the Contractor shall provide notice of its intent to utilize such services to CSF.

**IV. Attachments.** The parties agree to comply with all the terms and conditions of this Contract including and incorporating herein, the specified attachments listed below:

- **Attachment A** - Schedule of Deliverables and Payments
- **Attachment B** - Certifications and Assurances
- **Attachment C** - Public Records Law
- **Attachment D** - Florida Department of Economic Opportunity's Guidance on Use of Funds for the Purchase of Outreach/Informational Items
- **Attachment E** - Federal Law and Regulations

**V. Priority of Contract Documents.** The parties agree that this Contract document, **Contract for Services Between CareerSource Florida, Incorporated and EY**, is the controlling document over any of the attachments to this document. Whenever possible, the contract terms and conditions and the attachments should be interpreted to be consistent with each other. However, if there is an irreconcilable conflict, the

Contract is the prevailing document over any of the attachments. Should there arise a dispute or a contradiction between this Contract document and the attachments, the order of precedence, one over the other shall be:

- This Contract document, including Attachment A - Schedule of Deliverables and Payments
- Attachment B - Certifications and Assurances
- Attachment C - Public Records Law
- Attachment D - Florida Department of Economic Opportunity's Guidance on Use of Funds for the Purchase of Outreach/Informational Items
- Attachment E - Federal Law and Regulations

**VI. Payment for Services and Products.** The Contract amount, not to exceed **\$2,330,980 unless approved by CSF**, is to be paid by CSF based on the payment schedule shown in **Attachment A - Schedule of Deliverables and Payments**. It is understood and agreed to by the parties that CSF is paying for the satisfactory completion of specific deliverables as required herein.

**VII. Name and Address of Payee.** The name and address of the contact person and official payee to whom the payment shall be made is:

**Ernst & Young LLP  
PO Box 933514  
Atlanta, GA 31193-3514  
Email: lauren.engel@ey.com**

**Expenditures.** This Contract establishes a vendor relationship as contemplated by Federal 2 CFR Part 200 between CSF and the Contractor. In this regard, payments and appropriate documentation related directly to the deliverables that are described in **Attachment A - Schedule of Deliverables and Payments**. CSF will exercise due diligence to review performances and required documentation submitted by the Contractor and to process payments in a timely manner. If a discrepancy arises with the required documentation that precludes the processing of the invoice or a portion of the invoice for payment, CSF's contract manager will notify the Contractor's contract manager of the discrepancy. Such discrepancies must be corrected before payment is made.

**VIII. Administrative Functions.** All administrative functions, i.e., management, support staff, office space, telephones, supplies and typing, and any other administrative functions required for the Contractor to carry out the requirements of this Contract shall be provided by the Contractor and are included in the Contract amount.

**IX. Invoicing.** CSF agrees to pay for contracted services and products according to the terms and conditions of this Contract. Original invoices for services and products, and documentation of achievement of each deliverable, must be submitted in detail sufficient for pre-audit and post-audit to be eligible for payment. The determination of the invoice and documentation sufficiency is solely within the discretion of CSF.

The Contractor shall submit invoices for services provided, which should include the deliverable start and completion dates, along with a summary of the services provided and hours charged. Payment for services will be made upon receipt of invoices received for specific products and services. Invoices shall include the required documentation as stipulated in **Attachment A - Schedule of Deliverables and Payments** and be submitted to:

**Violet Sharpe**

**Director of Contracts CareerSource**

**Florida, Inc.**

**P.O. Box 13179 Tallahassee,**

**Florida 32317**

**Email: [vsharpe@careersourceflorida.com](mailto:vsharpe@careersourceflorida.com) and [accountspayable@careersourceflorida.com](mailto:accountspayable@careersourceflorida.com)**

**X. Reporting.** To assess contract activity and progress toward the accomplishment of the deliverables described in **Attachment A - Schedule of Deliverables and Payments**, the Contractor's invoices shall communicate all contract activities, even those that may not be billable deliverables as described in **Attachment A - Schedule of Deliverables and Payments** and show progress toward the accomplishment of required deliverables.

**XI. Contract Management.** The following individuals shall serve as Contract Managers for this Contract and shall be the point of contact for the parties on matters regarding the terms and conditions of the Contract:

**For CSF:**

**Violet Sharpe**

**2308 Killearn Center Blvd., Suite 101**

**Tallahassee, Florida 32309**

**Phone (850) 321-6460**

**Email: vsharpe@careersourceflorida.com**

**For the Contractor:**

**Ernst & Young**

**Lauren Engel**

**200 Plaza Drive, Ste. 2222**

**Secaucus, NJ 07094**

**Phone: 727 667 3993**

**Email: lauren.engel@ey.com**

In the event a different representative is designated by either party after execution of this Contract, notice of the name and contact information of the new representative shall be provided in a timely manner to the other party.

**XII. Contract Modifications.** Modifications to this Contract shall only be valid when they have been rendered in writing and signed before the expiration, cancellation, or termination of the Contract by all original signers, their duly authorized successors, or their designees. The parties agree to renegotiate this Contract if revisions of any applicable laws, regulations or increases/decreases in allocations make changes in this Contract necessary. There are no obligations to agree by either party. CareerSource Florida shall be the final authority as to the availability of funds for this Contract.

**XIII. Contract Renewal.** This Contract may be renewed annually for a period of one (1) year, the total of all renewals not to exceed two (2) years, contingent upon satisfactory performance, the availability of funds, and agreement of the parties to deliverables and payments for each renewal period. CSF retains the sole authority to determine satisfactory performance and the availability of funds. Such renewals are not automatic and require an offer from CSF to the Contractor and an agreement of terms as evidenced by a written and signed renewal document to be executed prior to the expiration of this Contract. There are no obligations to agree to a renewal by either party.

**XIV. Contract Extension.** Extension of this Contract is limited to a period not to exceed six (6) months and must be executed by the parties prior to the expiration of this Contract. An extension may only be executed if, in the judgment of CSF, the contract extension is deemed to be beneficial to the completion of the services as described in

**Attachment A - Schedule of Deliverables and Payments.**

**XV. Cancellation for Convenience.** CSF or the Contractor may, without cause, unilaterally cancel or terminate this Contract by providing the other party with thirty (30) days' notice in compliance with **Paragraph XIX - Notice.** In the event funds to finance this Contract become unavailable, CSF may terminate the Contract by notifying the Contractor thirty (30) days prior to termination. CSF shall be the final authority as to the availability of funds for this Contract. In the event of termination prior to the expiration date, CSF will pay for approved deliverables and/or partially completed deliverables that have been approved and that are completed prior to such termination and timely invoiced as specified in **Paragraph X - Invoicing.**

**XVI. Termination for Cause.** If the Contractor does not provide or deliver the services as stipulated in **Attachment A - Schedule of Deliverables and Payments,** does not provide required services within the timeframes identified in **Attachment A - Schedule of Deliverables and Payments,** or in any other way breaches the Contract, CSF may, but is not obligated to, terminate the Contract for non-performance or breach and may also pursue penalties for non-performance or breach to the extent allowable under Florida law. Prior to termination, CSF shall provide the Contractor with a notice of the alleged non-performance and/or breach issues and will provide a date certain, not less than 10 business days, for remedying these issues. The Contractor shall remedy the non-performance or breach and shall provide written notice to CSF of such remedy by the date provided by CSF. If the non-performance or breach is not corrected by the date provided, or the Contractor fails to provide notice of such remedy, CSF may, by written notice to the Contractor, terminate the Contract upon 24 hours' notice.

**XVII. Waiver.** Waiver of breach of any provision of this Contract by CSF shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit CSF's rights to remedies at law or to damages.

**XVIII. Notice.** Any notice required or performed pursuant to this Contract shall be in writing and delivered by U.S. certified mail, return receipt requested, commercial express mail, or in person. Proof of delivery shall be presumed if indicated by the signature of a Contractor or CSF's officer, employee, agent, or attorney, but may be proved by other means.

**XIX. Legal Action.** In the event of a dispute between the parties that cannot be resolved through discussions between the parties and that would otherwise lead to litigation, both parties agree to submit such issues to non-binding mediation prior to taking any action at law or in equity. With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Contract shall be governed by, and be consistent with, the laws of the State of Florida, both procedural and substantive. The parties further agree that Leon County shall be the venue of any legal action between the parties, and that this Contract shall be read, interpreted, and construed in accordance with the laws of the State of Florida.

**XX. Indemnification/Hold Harmless.** The Contractor hereby agrees to indemnify and hold harmless, to the extent permitted by Section 768.28, Florida Statutes and other applicable Florida law, CSF and their

employees, officers, agents, and assignees from all third-party claims, liabilities, actual and direct damages, injuries and out of pocket expenses of any nature whatsoever, including reasonable attorney fees and legal costs based on personal injury (including death) or damage to (including loss of) tangible property, when such claims, liabilities, damages, injuries or expenses are due or claimed to be due solely or in part to the negligent acts of the Contractor, its officers, employees, agents, subcontractors, and/or assignees.

**XXI. Records.** CSF, the Governor of the State of Florida, the Department of Financial Services of the State of Florida, the Auditor General of the State of Florida, or any duly authorized representatives shall have access, for purposes of examination, to any books, documents, papers, and records (both paper and electronic) of the Contractor related to this Contract. If the Contract funds are federally funded in their origin, for the purposes described in this section, "duly authorized representatives" shall include appropriate federal entities.

The Contractor acknowledges that data which identifies a program client or employer is confidential under the provisions of Sections 443.171 (5) and 443.1715 (1), Florida Statutes, and under various federal program rules and regulations, including 45 CFR 205.50 and Section 185 of the Workforce Innovation and Opportunity Act. Such data may not be released by the Contractor to anyone other than CSF or as may be specifically prescribed by CSF in writing. The Contractor shall employ sufficient internal controls to maintain the confidentiality of these data. CSF may terminate this Contract if the Contractor fails to maintain the required confidentiality of the Contract records.

CSF may unilaterally cancel this Contract for refusal by the Contractor to allow public access as described above to all non-confidential documents, papers, letters, or other materials originated or received by the Contractor under this Contract subject to the provisions of Chapter 119, Florida Statutes.

All records, documents, reports, notes, or other written materials either prepared or maintained by the Contractor for the administration and management of this Contract, or certified copies thereof, shall be provided intact and at no cost to CSF upon the written request of CSF at the time of Contract cancellation, termination or completion. The Contractor is under no obligation to provide these materials without the expressed written request of CSF. All materials associated with this Contract shall be retained by the Contractor for a minimum of five (5) years from the date this Contract ends. For additional information, see **Attachment D - Public Records Law.**

**XXII. Ownership of Contract Materials.** CareerSource Florida, the Florida Department of Economic Opportunity and the Contractor agree that the work by the Contractor under this Contract, as well as any derivative works, is work "for hire" pursuant to federal copyright law. The parties agree that any products developed or modified under this Contract will be the property of CSF.

**XXIII. Intellectual Property Rights.** The Federal Government reserves a paid-up, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under a federally funded grant, including a sub grant or contract under the grant or sub grant; and ii) any rights of copyright to which the grantee, sub grantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are

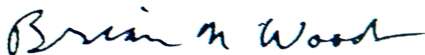
not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

If applicable, the following needs to be on all products developed in whole or in part with federal grant funds:

*This workforce solution was provided through funds awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, expressed or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted pursuant to the terms of the grant contract. Any uses require the prior authorization of the copyright owner.*

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

**For Contractor:**



Authorized Signature

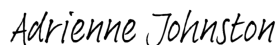
Brian Woods, Executive Director

Printed Name & Title

6/1/2023

Date

**For CareerSource Florida:**



Adrienne Johnston, President CareerSource Florida,  
Inc.

06/01/2023

Date



## Attachment A

### Schedule of Deliverables and Payments

#### REACH Act Alignment Phase 3

##### Statement of Work:

This Statement of Work ("SOW"), which is effective as of June 1, 2023, regarding the Reimagining Florida's Workforce System: A Three Pillar Strategy Phase III - Implementation ("the Project"), is made by Ernst & Young LLP ("EY") and CareerSource Florida ("Client"), pursuant to Contract 2023-2024 (referred to in this SOW as the "Agreement"). Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. The additional terms and conditions of this SOW shall apply only to the Services ("Services") covered by this SOW and not to Services covered by any other SOW pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement, and references in the Agreement to "you" or "Client" shall be deemed references to CareerSource Florida. In the event of conflict or ambiguity between the terms of this SOW and the terms and conditions set forth in the Agreement, the terms of this SOW shall prevail and take precedence in interpreting the rights and obligations of the parties.

##### Meeting Support

EY will support project-related meetings in the following fashion:

| Meeting Type  | Expectation                    |
|---|--------------------------------|
| Project Kick-off  | In-person / On-site            |
| Meetings with Elected Officials (State and Local Officials) | In-person / On-site            |
| Planning Sessions (State and Local)                         | In-person / On-site            |
| Monthly Status Meetings                                     | In-person / On-site            |
| Local Workforce Board Meetings with Staff                   | In-person / On-site or Virtual |
| Bi-Weekly Status Meetings                                   | In-person / On-site or Virtual |
| Training Sessions   | In-person / On-site or Virtual |

\* CareerSource Florida will have office/workspace and network connectivity available for EY to use, as necessary.

##### Scope of Services

EY will provide the following Services to Client:

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#### Deliverable No. 1 - Introduction and Project Management Plan

Timeline: Complete deliverable within 20 business days of contract execution, June 28, 2023.

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##### Kickoff Meeting

Within 15 business days of contract execution, EY will facilitate the Kickoff presentation with key stakeholders to initiate the project, confirm mutual understanding of the project needs and goals, set expectations, and align on CareerSource Florida's preferred ways of working. EY will work with the Project Sponsor to identify attendees and logistics and will prepare read-ahead slides documenting the kickoff agenda and our understanding of the project.

##### Detailed Project Management Plan and Sub-plans

The Project Management Plan (PMP), including relevant sub-plans, will be a living document meant to ensure all team members and internal project stakeholders are aligned on how the project will be managed. The table below outlines each of the sub-plan and the intended approaches to those components.

| Project Management Component Plans | Description   |
|------------------------------------|---|
| Project Plan Summary               | <p>The Project Plan Summary will provide the overall approach to managing the project and act as an executive summary to the Project Management Plan.</p> <p>The Project Plan Summary shall include:</p> <ul style="list-style-type: none"> <li>▸ Table of contents</li> <li>▸ Overview of the project and objectives</li> <li>▸ Revision history (as applicable)</li> <li>▸ Project assumptions, constraints, and success criteria</li> <li>▸ Overall (high-level) project timeline</li> </ul>   |
| Project Scope Management Plan      | <p>The Project Scope Management Plan will outline what is to be accomplished by the project to allow the project team and appropriate stakeholders to align the right resources to get the work done on time, within budget, and delivering to the expectations and benefits originally established.</p> <p>The Project Scope Management Plan will include approaches for the following activities:</p> <ul style="list-style-type: none"> <li>▸ Reviewing existing relevant documentation for the project, including previous reports from Phase I and II of this project, contracts, and other key plans</li> <li>▸ Facilitating sessions with CareerSource and local workforce development board leadership to refine our understanding and define formal acceptance criteria</li> <li>▸ Defining in-scope and out-of-scope processes, which includes outlining prioritized needs and defining program impacts</li> <li>▸ Creating the project scope statement, including assumptions, constraints, acceptance criteria, and scope exclusions</li> <li>▸ Obtaining formal acceptance of the scope statement and finalized project schedule inclusive of all accepted scope items</li> <li>▸ Reviewing regularly to enable performance improvement</li> </ul> |
| Resource Management Plan           | <p>A Resource Management Plan will be developed to define how project team members align to the tasks required to successfully complete the project. A Responsible, Accountable, Consult, Informed (RACI) matrix will be developed to provide clarity to the roles project team members and stakeholders will play within the project and that all project tasks have an assigned owner.</p> <p>The Resource Management Plan will be reviewed monthly and adjustments to resource alignment will be made, as necessary.</p>   |
| Risk Management Plan               | <p>A Risk Management Plan will be implemented to lessen the time it takes to detect, resolve, and mitigate risks and reduce the impact of those risks that arise during the project. Potential risks will be continuously monitored and identified in collaboration with relevant stakeholders, which will allow the team to proactively monitor and communicate items that may impact the delivery of the project.</p> <p>The Risk Management Plan will be based on industry standards and will include a formal risk management process. The process will include steps for identifying the root causes of problems, identifying possible resolutions,</p>  |

| Project Management Component Plans | Description   |
|------------------------------------|---|
|                                    | evaluating resolutions, choosing the right resolution, and helping implement resolutions or remediation strategies.   |
| Communication Plan                 | A Communication Plan will be developed to ensure stakeholders are provided the project-related information they need in a timely manner. Project stakeholders will be identified and assessed to determine the level of impact the project has on them and their level of influence on the project. By mapping these stakeholders to different group categories, the team will be able to determine the types of communication and level of engagement appropriate for each and document the various communication methods to use throughout the project lifecycle.   |
| Project Change Management Plan     | <p>A Project Change Management Plan will be established, incorporating key tools such as a tracking log and change order form, including details for the following steps:</p> <ul style="list-style-type: none"> <li>▸ Identifying the need for a change, documenting it in the RAIC log, and completing the change process</li> <li>▸ Investigating the change and determining the validity and appropriate level of the change</li> <li>▸ Escalating the change to appropriate levels or internal leadership for review and approval</li> <li>▸ Receiving approval and implementing approved changes</li> </ul>   |
| Project Schedule                   | <p>A Project Schedule will be developed and maintained using Microsoft Project. The Project Schedule will include required activity sequences, durations, and schedule constraints. The Project Schedule will also include key activities, timelines, dependencies, deliverables, and important milestones.</p> <p>The Project Manager - PMP will serve as the single point of escalation for these activities.</p>   |
| Quality Management Plan            | <p>A Quality Management Plan will be developed, and include details regarding the following steps:</p> <ul style="list-style-type: none"> <li>▸ Identifying key stakeholders and decision makers who will determine success for this initiative</li> <li>▸ Understanding quality goals from the stakeholders to get a clear vision of what success looks like for the project</li> <li>▸ Outlining and gaining consensus on performance measure thresholds to help maintain alignment when decision points occur in the project</li> <li>▸ Implementing quality management tools, such as deliverable expectation documents (DEDs) and deliverable review logs</li> </ul> |

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**Deliverable No. 2 - Support for the Consolidation and Realignment of Impacted Local Workforce Development Boards**

Timeline: Complete deliverable within 90 business days of contract execution, October 4, 2023.

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Implementation of the Florida Workforce System Transformation Plan will impact 10 existing local workforce development areas, with the goal of consolidating and realigning local workforce development boards from 24 to 21. To prepare for, implement, and sustain the consolidation and realignment efforts, the following activities will be undertaken:

| <b>Support for Consolidation and Realignment of Impacted Local Workforce Development Boards Deliverable</b>  | <b>Description</b>  |
|--|---|
| <b>State and Local-level Policy Guides and Resources</b>   | <p>A Change Impact Assessment (CIA) of impacted local workforce development boards will be conducted. The CIA will identify the organizational, ownership, people, process, policy, and procedure impacts of the consolidation and realignment. With this input, change management interventions will be recommended, including the development of state and local-level policy guides, resource documents, FAQs, and templates, among other resources. Documentation from Phase I and Phase II, as well as other relevant policies, procedures, and other documentation will be reviewed to align new resources with existing compliance requirements.</p>   |
| <b>Planning, Coordination and Facilitation to Implement New Governance Structures, Local Workforce Development Areas, and Local Workforce Development Boards</b> | <p>Governance models will be developed based on consolidation and realignment plans for each impacted local workforce development board. Governance structure development and implementation activities will include:</p> <ul style="list-style-type: none"><li>▸ Defining roles, responsibilities, and guidelines of the new governance decision making process</li><li>▸ Determining how decisions will be made and who will be involved</li><li>▸ Consideration of the Financial, Strategic, and Operational dimensions in decision making that align with and enable organizational strategy</li><li>▸ Establishing key performance and compliance goals for the new governance structures</li></ul> <p>The Stakeholder Engagement Summary Report completed during Phase II will be leveraged to identify the impacted stakeholder groups and confirm their levels of commitment to change, the greatest impact elements, and any potential barriers to change. Through this stakeholder analysis, a Stakeholder Engagement Plan will be developed to support the planning, coordination and facilitation of meetings and activities to implement the new governance structures. Engagement and support activities may include a combination of the following:</p> <ul style="list-style-type: none"><li>▸ Governance model working sessions with local workforce development areas and local workforce development boards</li><li>▸ Town halls to communicate case for change and new ways of working and collaboration based on new governance model</li><li>▸ Development and dissemination of consolidation and realignment communication materials</li></ul> |

| Support for Consolidation and Realignment of Impacted Local Workforce Development Boards Deliverable | Description  |
|--|--|
|  | <ul style="list-style-type: none"> <li>▸ Development and dissemination of meeting materials to facilitate stakeholder discussions</li> <li>▸ Project management support, including planning and coordination, to gather the right stakeholders for key meetings and working sessions</li> <li>▸ Administration of pulse surveys to impacted stakeholders to assess communication cadence and implementation support for continuous development of communication and engagement strategies</li> <li>▸ Provision of guidance on consolidation and realignment requirements</li> </ul>          |
| Guidance in the preparation of Compliance Reports and Strategic Plans                                | In accordance with policies from the Florida Department of Economic Opportunity (DEO) and the Client, technical expertise and guides and other resource documentation will be provided to impacted local workforce development boards regarding data management, Workforce Innovation and Opportunity Act (WIOA) reporting compliance, and strategic plans for the impacted local workforce development boards. Such guidance will include leading practices from existing local workforce development boards within the state of Florida, and state labor agencies from around the country. |

### Deliverable No. 3 - Policies and Templates for State and Local Workforce Development Partners

Timeline: Complete deliverable within 120 business days of contract execution, November 15, 2023.

In addition to realignment and consolidation activities, the Florida Workforce System Transformation Plan directs the Client to pursue a variety of system-wide improvements with the goal of promoting consistency in service and coordination across the system.

The following table describes the activities to develop policies, recommendations, tools, and templates to support this effort.

| Policies and Templates for Impacted Local Workforce Development Boards Deliverable | Description   |
|--|---|
| Policy Documents and Supporting Tools  | Current policies will be reviewed, and a select group of compliance-focused stakeholders will be engaged to elicit suggestions for opportunities to clarify compliance activities. Based on input received, EY will develop guides and tools to support program compliance with state and federal requirements.   |
| Customer Experience Assessment and Recommendations                                 | <p>An assessment of customer experiences will be conducted with a select group of customer-focused stakeholders to identify pain points and key moments that matter for the development of customer-service focused recommendations to apply across the system.</p> <p>These recommendations will be supported and confirmed by stakeholder engagement.</p> |

| <b>Policies and Templates for Impacted Local Workforce Development Boards Deliverable</b> | <b>Description</b>  |
|---|---|
| <b>Support Services Recommendations</b>   | Stakeholder engagement and research on leading practices will be conducted to develop supportive service recommendations that promote consistency and uniformity across the system.   |
| <b>Operational Templates and Tools</b>  | Research will be conducted with local workforce development boards and other state agencies authorized to administer WIOA dollars to identify leading practices for establishing OJT contract agreements, financial reporting policies, and entering MOUs with nonprofits and community partners, as directed by the Client and DEO. This research will help inform the formulation of potential operational policies, tools, and templates to streamline operations across the system. |
| <b>High-Level Technology System Assessment</b>  | Building upon previous analysis conducted during Phase II, research will be conducted on the current technology capabilities of the local workforce development boards in relation to software tools, customer management, and case management to identify their current needs as well as effectiveness of the current systems, including Employ Florida. Existing research, and research planned in conjunction with the Florida WINS initiative at DEO, will be leveraged.            |

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#### **Deliverable No. 4 - Organizing WIOA Planning Regions**

Timeline: Complete deliverable within 180 business days of contract execution, February 7, 2024

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Regional planning will entail multiple local workforce development boards working together to coordinate and lead initiatives that serve Florida job seekers and businesses. Regional planning and coordination are critical in developing all regions of the Floridian economy so services to both job seekers and employers are provided in a coordinated and efficient manner.

The following table describes the supporting activities.

| <b>Organizing WIOA Planning Regions Deliverable</b>     | <b>Description</b>   |
|---|--|
| <b>State-level Policy Guides and Resources</b>          | Resources and materials based on CIA will be developed to guide the establishment of the regional areas.<br>Related activities include: <ul style="list-style-type: none"> <li>▸ Identifying, creating, and/ or recommending state-level documents, resource documents, and templates to guide establishment of regional planning areas</li> <li>▸ Drafting statewide guidance to enable a coordinated response for regional area alignment</li> </ul> |
| <b>Regional Planning, Coordination and Facilitation</b> | A variety of stakeholder engagement activities will be conducted to provide support for regional planning, coordination, and facilitation.<br>These support activities may include a combination of the following:   |

| Organizing WIOA Planning Regions Deliverable | Description   |
|--|---|
|  | <ul style="list-style-type: none"> <li>▶ Evaluating results from the Stakeholder Change Impact Analysis to define stakeholders and their impact on the project, and evaluate mitigation efforts from a people, technology, and governance lens</li> <li>▶ Developing resources, such as trainings, communications, and alignment sessions with leadership, to mitigate impacts, as needed</li> <li>▶ Coordinating and facilitating planning sessions with the Client and local workforce development board leadership to review and define new regional governance structures</li> <li>▶ Developing and facilitating meetings to identify regional workforce development priorities</li> <li>▶ Defining targeted investments in key industries and occupations</li> <li>▶ Reviewing current and newly developed plans to identify additional funding needs</li> <li>▶ Creating key action recommendations to best ensure workforce development boards have a unified voice and level participation</li> </ul> |

#### Deliverable No. 5 - Monthly/Bi-weekly Status Meetings and Status Reports

Timeline: Submit bi-weekly status reports (2 per month), the first within 5 business days from the first calendar day of each month.

Measuring and evaluating the progress and execution of any major change is vital to a successful project to ensure activities are aligned and on track and stakeholders are engaged.

Status reports will be developed, and status meetings will be conducted, as detailed in the table to follow.

| Monthly / Bi-weekly Status Meeting and Status Reports Deliverable | Description  |
|---|--|
| Status Report   | <p>The bi-weekly and monthly Status Reports will be developed to reflect and communicate progress, performance, and overall health of the project. Status Reports will include:</p> <ul style="list-style-type: none"> <li>▶ The status and overall health of the project</li> <li>▶ Progress against the project timeline, schedule, and relevant milestones</li> <li>▶ Accomplishments for the current reporting period</li> <li>▶ Key activities for the next reporting period</li> <li>▶ Meetings held and planned for the current and upcoming reporting period</li> <li>▶ List of open risks that could or do impact the project schedule, scope, cost, and deliverables, as well as recommended resolution/mitigation plans</li> </ul> <p>The proposed format, content, submission dates, and medium of delivery for Status Reports will be approved by Client.</p> |

| Monthly / Bi-weekly Status Meeting and Status Reports Deliverable | Description  |
|---|--|
| Status Meeting  | Bi-weekly and monthly Status Meetings will be conducted with Client leadership and other key stakeholders. Status Reports and other vital information regarding the project will be presented and discussed. |

#### Deliverable No. 6 - Training and Technical Assistance

Timeline: Submit training materials and documentation within 5 business days from the first calendar day of each month starting in October 2023.

The ultimate success and sustainability of the new local workforce development board alignment and consolidation model will be dependent, in part, on the provision of effective training and technical assistance for effected staff and stakeholders.

The training and technical assistance effort will utilize the Plan, Assess/Analyze, Design, Develop, Implement, and Evaluate (PADDIE) model; an instructional systems design (ISD) framework that helps make learning more efficient, effective, and appealing. The Planning, Analysis, and Design phases will occur at outset of the performance period. The Development, Implementation, and Evaluation phases will occur on a recurring basis throughout the duration of the program as new concepts and topics are introduced over time. Activities to complete the related deliverables are detailed in the table to follow.

| Training and Technical Assistance   | Description  |
|---|--|
| <p>Ongoing Training and Technical Assistance to Board Staff Members</p> <p>Ongoing Training and Technical Assistance to Newly Designated Areas and their Boards</p> | <p>Activities will include:</p> <ul style="list-style-type: none"> <li>▶ Planning, developing, and delivering a training program for staff across all workforce development areas, inclusive of the development of training presentations and materials on necessary policies and procedures relevant to the workforce development boards</li> <li>▶ Creating a plan for ongoing training delivery and how different topics, policies, concepts, and skills will be taught over the entire course of the learning program and in what sequence in which these concepts should be introduced</li> <li>▶ Defining key learning objectives and outcomes for the training program, and assessing learner comprehension and adoption through learning evaluations after each training</li> <li>▶ Coordinating training delivery logistics, including key decisions on training mediums (classroom, virtual, reference materials) and training intervals</li> <li>▶ Sharing relevant documentation, including training materials, sign-in sheets, supporting documentation, and training evaluation/ outcome results with Client</li> <li>▶ Providing on-call technical assistance and support throughout the project and between training intervals</li> <li>▶ Providing written FAQs and reference guides to help drive adoption between formal trainings</li> </ul> |



| Training and Technical Assistance  | Description   |
|--|---|
|  | <ul style="list-style-type: none"> <li>▶ Obtaining feedback from learners and assessing progress against key learning outcomes and metrics throughout the course of the training program</li> </ul>   |
| <b>Assist Newly Designated Areas in the Establishment of a New Local Workforce Development Board</b> | <p>Activities will include:</p> <ul style="list-style-type: none"> <li>▶ Developing an understanding of the goals and desired outcomes for the newly designated boards, as well as understand the operations of the current workforce development boards</li> <li>▶ Developing board operating model(s) for newly designated workforce development areas, making key design decisions around policies, operations, and governance, informed by leading practices, while considering local context unique to each board</li> <li>▶ Providing training and technical assistance to the newly designated local workforce development areas on the establishment of a board for each of the new areas</li> <li>▶ Developing materials and providing training and guidance on board operating models, governance and decision-making structures, policies, key functions, and procedures</li> <li>▶ Sharing development outputs as well as all training materials and outputs</li> </ul> |
| <b>Technical Assistance to Newly Designated Areas in Completing Local Plans</b>                      | <p>Activities will include:</p> <ul style="list-style-type: none"> <li>▶ Providing ongoing, ad hoc technical assistance to newly designated areas as they complete required local plans per WIOA and other applicable federal and state policies</li> <li>▶ Providing on-call guidance for activities relevant to completing the plans and key decision points</li> <li>▶ Developing additional materials, such as FAQs or reference sheets to assist with plan execution, as needed</li> </ul>   |
| <b>Technical Assistance in Development and Implementation of Regional Plans</b>                      | <p>Activities will include:</p> <ul style="list-style-type: none"> <li>▶ Providing coaching in the creation and development of the Regional Plans including leading practice guidance, technical content support, assessment of plan actionability to achieve desired goals, and plan review and revision</li> <li>▶ Providing on-call guidance for board staff members and other stakeholders on activities relative to implementing the plans and key decision points</li> <li>▶ Developing additional materials, such as FAQs or reference sheets to assist with plan execution, as needed</li> </ul>  |

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**Deliverable No. 7 - Meeting Facilitation and Meeting Minutes**

Timeline: Submit proof of meeting agendas and meeting minutes within 5 business days from the first calendar day of each month.

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The project's meeting management approach will provide adequate lead times to meetings, give the right context, pre-read information to required attendees, and summarize key take-aways and actions in a timely manner following all meetings. Activities to complete the related deliverables are detailed in the table to follow.

| Meeting Facilitation and Meeting Minutes Deliverable | Description  |
|--|--|
| Meeting Calendar and Cadence                         | Activities will include: <ul style="list-style-type: none"><li>▶ Developing a standard meeting calendar and cadence, in cooperation with Client's project leadership</li><li>▶ Developing standardized meeting minutes templates that will be tailored to meet the needs of the project and give a standard look and feel to all participants for easy ingestion of the materials</li></ul>  |
| Meeting Structure and Agenda                         | Activities will include: <ul style="list-style-type: none"><li>▶ Working with Client to schedule meetings in advance as possible.</li><li>▶ Distributing mutually agreed-upon agendas prior to the meetings, to give all attendees the ability to understand what information to bring to the meetings, as well as determine if other individuals need to be included.</li></ul>   |
| Meeting Facilitation and Follow up                   | Activities will include: <ul style="list-style-type: none"><li>▶ Facilitating and leading stakeholder meetings, using agendas and effective meeting facilitation to keep meetings on track and to cover necessary topics in the allocated time</li><li>▶ Capturing and distributing meeting minutes and action items to attendees in a standardized template as directed by Client</li><li>▶ Capturing and managing action items, risks identified, and decisions made in a Risk, Action, Issue, Change (RAIC) log</li><li>▶ Reviewing RAIC log during project status meetings</li></ul> |

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**Deliverable No. 8 - Project Closure**

Timeline: Submit Project Closure Report within 5 business days of final acceptance of the last deliverable for deliverable No. 7.

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As the project completes, EY will issue a Project Closure Report that captures critical information that may not be included in previous deliverables. EY will leverage this report as a handoff of knowledge materials, key lessons learned throughout the process, and the finalized RAIC log that has been leveraged throughout the project to capture key decisions and changes. The key components of this report are detailed in the table below:

| Project Closure Deliverable    | Description   |
|--------------------------------|---|
| Lessons Learned Project Report | This report will not only document key challenges faced throughout the project and the lessons learned from those instances but from the positive lessons learned along the way as well.                |
| Project Release Document       | This document will serve as the official closeout of the project. It will be provided to the Client for signature, inclusive of all accomplishments and updates noted from the duration of the project. |
| Completed Change Log           | The RAIC log will be finalized and submitted as a combined listing of all risks/issues managed, actions taken, and changes approved and implemented.  |
| Contract Closure               | All contractual obligations will be verified as to completion, and final signatures will be obtained for all deliverables and invoices.   |

### Project timeline

The work will be performed over the course of a 13-month period divided into 3 primary phases: Design, Implement, and Sustain. Project Management planning and support will be performed on an ongoing basis throughout the course of the engagement. Phase 1: Design, will commence in June 2023. Phase 2: Implement, will commence by October 2023. Phase 3: Sustain, will commence by February 2024. All Services will be completed by the end of June 2024. Actual dates for each Phase will be determined through the creation and iteration of the project plan. The following table depicts this sequencing.

| Phases                         | Jun '23 | Jul '23 | Aug '23 | Sep '23 | Oct '23 | Nov '23 | Dec '23 | Jan '24 | Feb '24 | Mar '24 | Apr '24 | May '24 | Jun '24 |
|--------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Phase 1: Design                |         |         |         |         |         |         |         |         |         |         |         |         |         |
| Phase 2: Implement             |         |         |         |         |         |         |         |         |         |         |         |         |         |
| Phase 3: Sustain               |         |         |         |         |         |         |         |         |         |         |         |         |         |
| Project Management and Support |         |         |         |         |         |         |         |         |         |         |         |         |         |

Within each phase, key activities, as outlined in Phase 1, 2, and 3 tables to follow, will be executed. Note, both training development and delivery will occur during Phase 2: Implement. During this phase, training materials will be built, piloted, and refined, as needed. During Phase 3: Sustain, the emphasis of work will be on delivering the already built and refined training materials. It is estimated that no new training materials will be built, and more than ten (10) percent of any existing training materials will be refined, during this phase. Additional training development needs beyond that may require a change order to this Statement of Work.

**Phase 1: Design** - During the design phase (depicted below), EY will closely collaborate with the Client and key impacted stakeholders to design and plan out key deliverables and activities. In addition to the development of a detailed project management plan, EY will leverage local workforce development area documentation, policies, and stakeholder information (from Phase I and II), to assess training needs, develop a stakeholder engagement plan, and identify change impacts. These will inform the development of communications, guides, and other resources and tools to support the implementation of system-wide improvements, consolidation, and realignment efforts.

| Phase              | Activities                                     | Jun '23 |    |    |    | Jul '23 |    |    |    | Aug '23 |     |     |     | Sep '23 |     |     |     |     |
|--------------------|--|---------|----|----|----|---------|----|----|----|---------|-----|-----|-----|---------|-----|-----|-----|-----|
|                    |  | 1w      | 2w | 3w | 4w | 5w      | 6w | 7w | 8w | 9w      | 10w | 11w | 12w | 13w     | 14w | 15w | 16w | 17w |
| Phase 1:<br>Design | Project kickoff                                |         |    |    |    |         |    |    |    |         |     |     |     |         |     |     |     |     |
|                    | Stakeholder Analysis                           |         |    |    |    |         |    |    |    |         |     |     |     |         |     |     |     |     |
|                    | Change Impact Assessment                       |         |    |    |    |         |    |    |    |         |     |     |     |         |     |     |     |     |
|                    | Change Management Plan                         |         |    |    |    |         |    |    |    |         |     |     |     |         |     |     |     |     |
|                    | Communications Plan                            |         |    |    |    |         |    |    |    |         |     |     |     |         |     |     |     |     |
|                    | Training Needs Analysis and Training Plan      |         |    |    |    |         |    |    |    |         |     |     |     |         |     |     |     |     |
|                    | Customer Experience Assessment                 |         |    |    |    |         |    |    |    |         |     |     |     |         |     |     |     |     |
|                    | Policy Guides and Resources for Impacted LWDBs |         |    |    |    |         |    |    |    |         |     |     |     |         |     |     |     |     |
|                    | High-level Technology Systems Assessment       |         |    |    |    |         |    |    |    |         |     |     |     |         |     |     |     |     |

**Phase 2: Implement** - The implementation phase (depicted below) involves putting the project plan into action. Key activities include stakeholder engagement activities to communicate new ways of working, and changes in reporting accountabilities and requirements, among other change impacts. During this phase, operational tools, templates, training, and other relevant resources will be delivered to impacted stakeholders to support the adoption of changes.

| Phase              | Activities   | Oct '23 |     |     |     |     | Nov '23 |     |     |     |     | Dec '23 |     |     |     |     | Jan '24 |     |     |  |  |
|--------------------|--|---------|-----|-----|-----|-----|---------|-----|-----|-----|-----|---------|-----|-----|-----|-----|---------|-----|-----|--|--|
|                    |  | 18w     | 19w | 20w | 21w | 22w | 23w     | 24w | 25w | 26w | 27w | 28w     | 29w | 30w | 31w | 32w | 33w     | 35w | 36w |  |  |
| Phase 2: Implement | Stakeholder Engagement, Planning and Coordination Support  |         |     |     |     |     |         |     |     |     |     |         |     |     |     |     |         |     |     |  |  |
|                    | Communications, Policy Guides, Governance Structures, Resource Documents and Templates   |         |     |     |     |     |         |     |     |     |     |         |     |     |     |     |         |     |     |  |  |
|                    | Operational Templates and Tools for Customer Experience, Contracting, Financial Reporting, Supportive Services, and Eligibility Compliance |         |     |     |     |     |         |     |     |     |     |         |     |     |     |     |         |     |     |  |  |
|                    | Training Materials and Presentations Development   |         |     |     |     |     |         |     |     |     |     |         |     |     |     |     |         |     |     |  |  |

**Phase 3: Sustain** - The Sustain phase (depicted below) focuses on the adoption of changes which includes project management support to continue to drive implementation and a heightened focus on training delivery, technical guidance and assistance so impacted local workforce development areas continue to develop their competence and proficiency with the new tools and processes.

| Phase               |  | Feb '24 |     |     |     | Mar '24 |     |     |     | Apr '24 |     |     |     | May '24 |     |     |     | Jun '24 |     |     |     |     |
|---------------------|--|---------|-----|-----|-----|---------|-----|-----|-----|---------|-----|-----|-----|---------|-----|-----|-----|---------|-----|-----|-----|-----|
|                     |  | 37W     | 38W | 39W | 40W | 41W     | 42W | 43W | 44W | 45W     | 46W | 47W | 48W | 49W     | 50W | 51W | 52W | 53W     | 54W | 55W | 56W | 57W |
| Phase 3:<br>Sustain | Training Delivery  |         |     |     |     |         |     |     |     |         |     |     |     |         |     |     |     |         |     |     |     |     |
|                     | Technical Assistance and Guidance on Requirements, Policies, Procedures and Compliance Best Practices on Regional and Local Workforce Development Area Plans |         |     |     |     |         |     |     |     |         |     |     |     |         |     |     |     |         |     |     |     |     |

### The Team

Listed below are key personnel including project leadership, workstream leads and subject matter resources. We will work with the Client to determine additional resources within each workstream based on experience as well as fit with your team objectives. Please see our response to Client's RFP for Phase III - Implementation for full bios.

The core EY team will include the following individuals:

| Resource        | EY Job Title and Project Role   |
|-----------------|---|
| Brian Woods     | <ul style="list-style-type: none"><li>▶ Managing Director</li><li>▶ Project Lead</li></ul>                                  |
| Amy Holloway    | <ul style="list-style-type: none"><li>▶ National Director, Principal Consultant</li><li>▶ Subject Matter Resource</li></ul> |
| Chris Gianutsos | <ul style="list-style-type: none"><li>▶ Principal Consultant</li><li>▶ Subject Matter Resource</li></ul>                    |
| Barbara Steel   | <ul style="list-style-type: none"><li>▶ Principal Consultant</li><li>▶ Senior Quality Advisor</li></ul>                     |
| Rosalin Acosta  | <ul style="list-style-type: none"><li>▶ Managing Director</li><li>▶ Subject Matter Resource</li></ul>                       |
| Janeth Merchan  | <ul style="list-style-type: none"><li>▶ Senior Consultant</li><li>▶ Senior Project Lead</li></ul>                           |
| Anuj Kapadia    | <ul style="list-style-type: none"><li>▶ Consultant</li><li>▶ Organizational Change Management</li></ul>                     |
| Edgar Padilla   | <ul style="list-style-type: none"><li>▶ Senior Consultant</li><li>▶ Subject Matter Resource</li></ul>                       |
| Sarah Gosselin  | <ul style="list-style-type: none"><li>▶ Senior Consultant</li><li>▶ PMP Project Manager</li></ul>                           |
| AJ Temple       | <ul style="list-style-type: none"><li>▶ Consultant</li><li>▶ Subject Matter Resource</li></ul>                              |

### Your Obligations

Client will identify participants for the stakeholder engagement sessions. Client will lead communications with the larger community.

Client will be responsible for all media relations. EY will refer any media inquiries to Client, or the party designated by Client.

The deliverable(s) detailed herein shall be treated as work for hire for Client, and, upon full payment in accordance with the Agreement and this SOW for such deliverable(s), EY assigns copyright in such deliverable(s) to Client. EY retains all rights in preexisting intellectual property owned or developed by EY before the effective date of this SOW that may be delivered to or accessed by Client under or in connection with this contract.

### Other Provisions

Client shall assign a qualified person to oversee the Services. Client is responsible for all management decisions relating to the Services and for determining whether the Services are appropriate for its purposes.

EY may retain, disclose, and use Client Information that EY collects in connection with any services EY performs for Client for research and thought leadership purposes, as well as for the purpose of providing

services to other clients, as long as EY identifies Client only in general terms in connection with such information (e.g., "a large manufacturing company").

Client may not recover from EY, in contract or tort, under statute or otherwise, any consequential, incidental, indirect, punitive, or special damages in connection with claims arising out of this SOW or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.

Client may not recover from EY, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this SOW or otherwise relating to the Services. This limitation will not apply to losses caused by EY's fraud or willful misconduct or to the extent prohibited by applicable law.

Client may not make a claim or bring proceedings relating to the Services or otherwise under this SOW against any other Ernst & Young Firm or any of our members, shareholders, directors, officers, partners, principals, or employees ("EY Persons"). Client shall make any claims or bring proceedings relating to the Services only against EY. The provisions of this section are intended to benefit all EY Persons, who shall be entitled to enforce them.

### Contacts

Client has identified Garrick Wright as Client's contact with whom EY should communicate about these Services. Client's leadership contact at EY for these Services is Brian Woods. Client's day-to-day contacts at EY are Janeth Merchan and Sarah Gosselin.

### Fees & Deliverables

Client shall pay EY a fee of \$2,330,980 for the Services. This total accounts for 14,389 hours.

As the EY team completes the specified deliverables, we will issue a status report (format agreed upon by Client) detailing all activities and outputs that were conducted that period as detailed below. EY will submit invoices for payment upon notification of acceptance of the status report by Client, no later than 30 days from delivery of report. Payment is due upon receipt of EY's invoice.

The table below delineates deliverables by invoice period. For a full description of deliverables, as well as assumptions this pricing is based on, please see the scope of services section above or our response to Client's RFP for Phase III - Implementation.

| Deliverables  | Description  | Evidence of Completion   | Anticipated Invoice Date | Price        | Financial Consequences   |
|---------------|--|--|--------------------------|--------------|--|
| Deliverable 1 | Introduction and Project Management Plan   | <i>Invoice initiated upon acceptance of detailed status report by CareerSource Florida</i> | Jun. 28, 2023            | \$90,297.50  | Failure to conduct kickoff meeting(s) and submit PMP and PMP sub-plans within 20 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.       |
| Deliverable 2 | Support for the Consolidation and Realignment of Impacted Local Workforce Development Boards | <i>Invoice initiated upon acceptance of detailed status report by CareerSource Florida</i> | Oct 4, 2023              | \$142,547.50 | Failure to submit proof of recommendations, templates, and documents created within 90 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment. |

| Deliverables  | Description   | Evidence of Completion   | Anticipated Invoice Date  | Price              | Financial Consequences   |
|---------------|---|--|---|--------------------|--|
| Deliverable 3 | Policies and Templates for State and Local Workforce Development Partners | <i>Invoice initiated upon acceptance of detailed status report by CareerSource Florida</i> | Nov 15, 2023  | \$142,547.50       | Failure to develop the statewide policies and templates within 120 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.   |
| Deliverable 4 | Organizing WIOA Planning Regions  | <i>Invoice initiated upon acceptance of detailed status report by CareerSource Florida</i> | Feb. 7, 2024  | \$142,547.50       | Failure to provide proof of recommendations, templates, and documents created within 180 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.                             |
| Deliverable 5 | Monthly/Bi-weekly Status Meetings and Status Reports                      | <i>Invoice initiated upon acceptance of detailed status report by CareerSource Florida</i> | Monthly (13)<br>(Jun. 2023 - Jun. 2024)<br><br>\$35,862.50 to be invoiced on the last business day of the month.                              | \$466,212.50       | Failure to submit two Bi-weekly Status Reports within 5 business days from the 1st calendar day of each month will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.  |
| Deliverable 6 | Training and Technical Assistance   | <i>Invoice initiated upon acceptance of detailed status report by CareerSource Florida</i> | Monthly (9)<br>(Oct. 2023 - Jun. 2024)<br><br>\$149,647.50 to be invoiced on the last business day of the month.                              | \$1,346,827.50     | Failure to submit the proof of sign-in sheets, training materials, or other documentation within 5 business days from the 1st calendar day of each month will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment. |
| Deliverable 7 | Meeting Facilitation and Meeting Minutes                                  | <i>Will not be invoiced separately</i>   | <i>Effort incorporated within other deliverables listed.</i>  | N/A                | N/A  |
| Deliverable 8 | Project Closure   | <i>Will not be invoiced separately</i>   | <i>Project closure requirements, as agreed upon with CareerSource Florida, will be incorporated in final status report and final invoice.</i> | N/A                | N/A  |
| <b>TOTAL</b>  |   |  |   | <b>\$2,330,980</b> |  |

### Rate Card

The following Rate Card is offered for supplemental or additional services, beyond those in-scope for Reimagining Florida's Workforce System: A Three Pillar Strategy Phase III - Implementation. Such supplemental or additional services may be requested by Client, as needed, but will not be provided unless mutually agreed upon, in writing, by both parties.

This Rate Card is based on:

- ▶ Discounted rates for EY Economic Development Advisory Services (EDAS) subject matter resources who can provide specialized consultation on economic development strategies and applicable laws and regulations, such as the WIOA.
- ▶ EY's already discounted rates for Management Consulting services, as found on the State of Florida State Term Contract (STC) for Management Consulting Services (80101500-20-1).

| Role  | Rate     |
|---|----------|
| Principal - Economic Development Advisory         | \$422.00 |
| Senior Advisor - Economic Development Advisory    | \$390.00 |
| Principal - Management Consulting                 | \$325.00 |
| Senior Consultant - Management Consulting         | \$300.00 |
| Consultant - Management Consulting                | \$240.00 |
| Junior Consultant - Economic Development Advisory | \$214.00 |
| Junior Consultant - Management Consulting         | \$165.00 |
| Program & Administrative Support                  | \$125.00 |

In witness whereof, the parties have executed this SOW as of the date set forth below.

**AGREED:**

**CareerSource Florida**

By: Adrienne Johnston  
 Date: 06/01/2023

**Ernst & Young LLP**

By: Brian H. Wood  
 Date: June 1, 2023

Contract Total: \$2,330,980

End of Attachment A - Schedule of Deliverables and Payments, Executed  
 June 1, 2023.



**ATTACHMENT B****CERTIFICATIONS AND ASSURANCES**

CAREERSOURCE FLORIDA will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.**
- G. Employment Eligibility Verification**
- A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

- B. CERTIFICATION REGARDING LOBBYING** – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form of Lobbying Activities,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).**

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), 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 against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

Contractor also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

#### **D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.**

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform DEO immediately upon any change of circumstances regarding this status.

#### **E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).**

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all Recipient and/or Subrecipients and contractors shall provide this assurance accordingly.

## **F. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.**

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S.

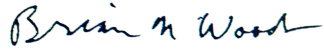
Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

## **G. EMPLOYMENT ELIGIBILITY VERIFICATION**

1. Florida Statute 448.095 requires contracts in excess of nominal value to expressly require Contractor to:
  - a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract term; and,
  - a. Include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
2. **E-Verify** is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:  
<https://www.e-verify.gov/>
3. If Contractor does not have an E-Verify MOU in effect, Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Contract.

By signing below, Contractor certifies the representations outlined in parts A through G above are true and correct.



Executive Director

\_\_\_\_\_  
(Signature and Title of Authorized Representative)

Ernst & Young, LLP

June 1, 2023

Contractor

\_\_\_\_\_  
Date

210 E. College Ave

\_\_\_\_\_  
(Street)

Tallahassee, FL 32301

\_\_\_\_\_  
(City, State, ZIP Code)

**\*\* End of Attachment B – Certifications and Assurances \*\***

FS Book: Florida Statutes  
 FS Title: X - Public Officers, Employees, and Records  
 FS Chapter: 119 - Public Records Section FS 119.0701

**119.0701 Contracts; public records; request for contractor records; civil action.—**

(1) DEFINITIONS.—For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS.—In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at:**

**850-245-7140, via email at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

The provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
3. 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(3) REQUEST FOR RECORDS; NONCOMPLIANCE.—

(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

(4) CIVIL ACTION.—

(a) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and


2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

(b) A notice complies with subparagraph (a)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

**History.**—s. 1, ch. 2013-154; s. 1, ch. 2016-20.

\*\*\*End of Attachment C – Public Records Law\*\*\*

|  |   |                  |
|--|---|------------------|
|  <div style="display: inline-block; vertical-align: middle; text-align: center;"> <b>DIVISION OF FINANCE AND<br/>ADMINISTRATION<br/>BUREAU OF FINANCIAL<br/>MANAGEMENT</b> </div> |   | <b>FG-OGM-84</b> |
| <b>TITLE:</b>  | Guidance on Use of Funds for the Purchase of Outreach/Informational Items |                  |
| <b>RESPONSIBLE OFFICE:</b>   | Division of Finance and Administration, Bureau of Financial Management    |                  |
| <b>EFFECTIVE:</b>  | May 23, 2014 (revised July 22, 2014)                                      |                  |
| <b>REVISED:</b>  | March 4, 2020   |                  |

## I. PURPOSE/SCOPE

To provide information and guidance for the Local Workforce Development Boards regarding the use of state and federal funds to conduct outreach and promote/market local workforce services.

## II. BACKGROUND

Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the Uniform Guidance), restricts the use of federal funds for advertising and public relations (see 2 CFR 200.421).

Each year the Florida Legislature, in the General Appropriation Act (GAA), requires that:

...[A]ny expenditures by a local workforce development board for “outreach,” “advertising,” or “public relations” must have a direct program benefit and must be spent in strict accordance with all applicable federal regulations and guidance.

The Legislature also requires that any purchases of promotional items (allowable outreach/informational items) which exceed \$5,000 in total for the program year must be approved prior to purchase.

This guidance has been developed based on the provisions of the Uniform Guidance and state legislative intent to limit the use of federal and state funds by local workforce development boards for “promotional items.”



### III. REVISION INFORMATION

This guidance updates and replaces FG-OGM-84, Guidance on Use of Funds for the Purchase of Outreach/Informational Items, dated July 22, 2014.

### IV. AUTHORITY

- Workforce Innovation and Opportunity Act (WIOA; 29 U.S.C. 2701 et seq.)
- Regulations for the Workforce Development Systems Under Title I of WIOA (20 C.F.R. Part 675 et seq.)
- Wagner-Peyser Act (29 U.S.C. 49 et seq.)
- Regulations for the Wagner-Peyser Act Employment Service (20 C.F.R. Part 651 et seq.)
- Title 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the Uniform Guidance).

### V. DEFINITIONS

**A. Program Outreach:** Program outreach is an activity conducted by workforce boards to educate the public about services available and how to access those services. Program outreach also includes activities designed to inform and recruit individuals that have particular needs and have been targeted for services. Federal regulations allow costs associated with advertising to conduct program outreach activities. Allowable advertising includes TV and radio spots, billboards, spots on transit media, signage, social media, websites, brochures, etc. Program outreach should be a coordinated activity that support and benefits the various workforce grants operated by the local workforce development boards.

Allowable advertising should be targeted to businesses, job seekers and/or community partners and: 1) connects job seekers, businesses, and/or community partners to programs and services offered by the Local Workforce Development Board, and 2) serves a business purpose by assisting job seekers obtain employment and employers find qualified job seekers. All advertising for program outreach must include the organization's name, a tag line that promotes services, and contact information (such as a web site or telephone number). The purchase of allowable advertising for the purpose of program outreach does not require prior approval.

**B. Outreach/Informational Item:** An outreach/informational item is something purchased for distribution to job seekers and employers as a way to reinforce the program outreach advertising that a Local Workforce Development Board does.

**C. Promotional/Marketing Item:** An item purchased for distribution to the general public that promotes the organization (only contains the name of the Local Workforce Development Board).

**D. Connection to Programs/Services:** A statement that connects a business, partner or job seeker to services offered at the workforce board. For example, "Call [phone #] or visit [website] for assistance in locating employment or job training," etc.

## **VI. APPLICABILITY**

The policy and procedures contained in this guidance apply to the use of federal or state grant funding received from DEO. It does not apply to outreach/informational and promotional/marketing items purchased with non-federal and non-state funds.

This policy does not apply to the following items that are not considered "outreach/informational." These items may include the name and/or the logo of the organization and tag line, so long as the cost of adding that information is not significantly different from the cost of the supplies unmarked, and those supplies are used only for the conduct of grant business and not as outreach/informational purposes. The Local Workforce Development Board should maintain cost comparison data between the items marked and unmarked to demonstrate that the cost variance was reasonable. These items include:

- Office supplies such as pens, pencils, pads of paper, business cards, stationary, post-it note pads, mouse pads, lanyards, or similar items used by either staff, board members, or individuals participating in workforce program activities.
- Balloons, banners, and table skirts that include the organization's name used to identify the organization at events such as job fairs and other community events.
- T-shirts and other type uniform materials worn by staff or participants used to identify staff and participants as members of the local workforce team.
- Supportive services such as grooming supplies (pocket valets) and other similar items that may be used to help participants successfully interview for jobs, etc.
- Supplies, materials, booklets, and videos purchased for resource rooms, job readiness classes, and Rapid Response.

## **VII. PROCEDURES/POLICY**

The purchase of outreach/informational items to conduct program outreach to inform employers and job seekers of the availability of services through local workforce development boards is an allowable use of funds as an advertising cost when it meets the requirements of this policy. In order to be allowable, program outreach/informational items must meet the following criteria:

- Provide contact information regarding the Local Workforce Development Board. The minimum information would be the Local Workforce Development Board name, website and/or phone number, and/or other information that would direct the user to the Local Workforce Development Board for services.
- Include a statement that connects a business, partner or job seeker to services offered at the workforce board. For example, "Call [phone #] or visit [website] for assistance in locating employment or job training," etc.
- Be reasonable in price and necessary to assist in outreach to businesses, community partners and job seekers. Only the number of items determined necessary to support outreach efforts planned for the program year should be purchased.
- Any outreach/informational items purchased for distribution as giveaways must be intended for businesses and community partners in the context of doing

business with the Local Workforce Development Board, or for job seeker customers as part of program recruitment, participation, or follow-up.

- Outreach items provided to businesses/community partners should be items that can be used in the work environment and have the added benefit/value of connecting the business/community partner to the programs and services provided by the Local Workforce Development Board.
- Outreach items provided to job seekers should be useful during the search for employment, while connecting the individual back to employment programs and services.

The following is a list of allowable outreach/informational items, provided that the items meet the criteria outlined above within section VII:

- Portfolios/folders purchased for distribution to job seekers to assist them in seeking employment. These items should include information on available workforce services (brochures, pamphlets, etc.).
- Pens and pencils purchased for distribution to job seekers and participants to assist them in seeking jobs and participating in program services and/or for distribution to businesses and community partners to remind them of services available through the Local Workforce Development Board.
- USB drives that include pre-loaded information about available services purchased for distribution to job seekers and participants to assist them in seeking jobs and participating in program services and/or for distribution to businesses and community partners to remind them of services available through the Local Workforce Development Board.
- Tote bags for distribution to job seekers at job fairs and community events. Tote bags and other similar item purchased for distribution to job seekers should include information on available workforce services (brochures, pamphlets, etc.).

Additional items not on this list of allowable items may be approved on a case-by-case basis in very limited, unique situations with prior written approval from DEO. Items purchased for distribution to the general public that promote the organization (only contains the name of the Local Workforce Development Board) are promotional/marketing items and are not allowed.

The following are examples of items that are not allowed to be purchased from state or federal grant resources:

- Balloons purchased for distribution to the general public at job fairs or community events. These and other promotional/marketing items intended to be distributed to the general public as a “giveaway” are not allowable.
- Hairbrushes/other personal items purchased for distribution as a marketing item to the general public or job seekers. These and other promotional/marketing items intended to be distributed to the general public as a “giveaway” are not allowable.
- Umbrellas purchased for distribution to businesses and community partners to engage and remind them of services available through the Local Workforce Development Board. Although the item may be intended for distribution to only

businesses targeted for recruitment, the item is determined to have limited value/benefit and has a high cost per item for that limited benefit.

#### **VIII. FUNDING ALLOWABILITY**

Generally, USDOL Employment and Training Administration programs like the Workforce Innovation and Opportunity Act and Wagner-Peyser Act allow for the purchase of outreach and informational materials. Other programs depend on grantor preference on the issue or the nature of the services provided. Because many grants are limited, uses of cost pools should be avoided. A matrix of the workforce funding sources and whether the grant allows these types of purchases is included in Attachment I. The “Outreach/Informational Items Decision Tree” in Attachment II is provided as a resource tool in determining funding allowability. Outreach/informational items purchased for distribution will be subject to audit and are allowable only under limited circumstances. Boards are encouraged to first find nonfederal/non-state resources to pay for such items, or seek donations for these items by community partners.

#### **IX. PRIOR WRITTEN APPROVAL**

Prior written approval is not required to purchase advertising for allowable program outreach activities (see Section V. A.). Prior written approval is required for any purchases of allowable outreach/informational items listed within section VII exceeding \$5,000 in total for the program year. Prior written approval is also required for any purchases of other allowable outreach/informational items not specifically included in the list of allowable items within section VII, regardless of total cost. Items not on the list of allowable items may be approved on a case-by-case basis in very limited, unique situations. The specific purchase, exact message to be included on the items, the intended recipients of the items, and specific funding sources with supporting justification, must be sent to the Department of Economic Opportunity at [priorapprovalrequest@deo.myflorida.com](mailto:priorapprovalrequest@deo.myflorida.com) using the Prior Approval Request Form – Other Individual Items, and/or the Annual Prior Approval Request Form, as applicable. A Board must note the anticipated volume of items and timeframe within which the items will be distributed.

#### **X. DOCUMENTATION**

Boards must have good, clear supporting documentation for all costs associated with program outreach and informational activities. Good, clear supporting documentation establishes that the expenditure:

- meets the cost principles (is necessary and reasonable for proper and efficient performance and administration of the grant);
- is allocable to the grant based upon benefits received;
- is authorized or not prohibited under federal, state or local laws or regulations;
- conforms to any limitations or exclusions set forth in the principles, federal laws, terms and conditions of the federal award, or other governing regulations as to types or amounts of cost items; and
- is consistent with policies, regulations, and procedures that apply.

**XI. ATTACHMENTS**

- Attachment I - Grant Allowability Matrix
- Attachment II – Outreach/Informational Items Decision Tree

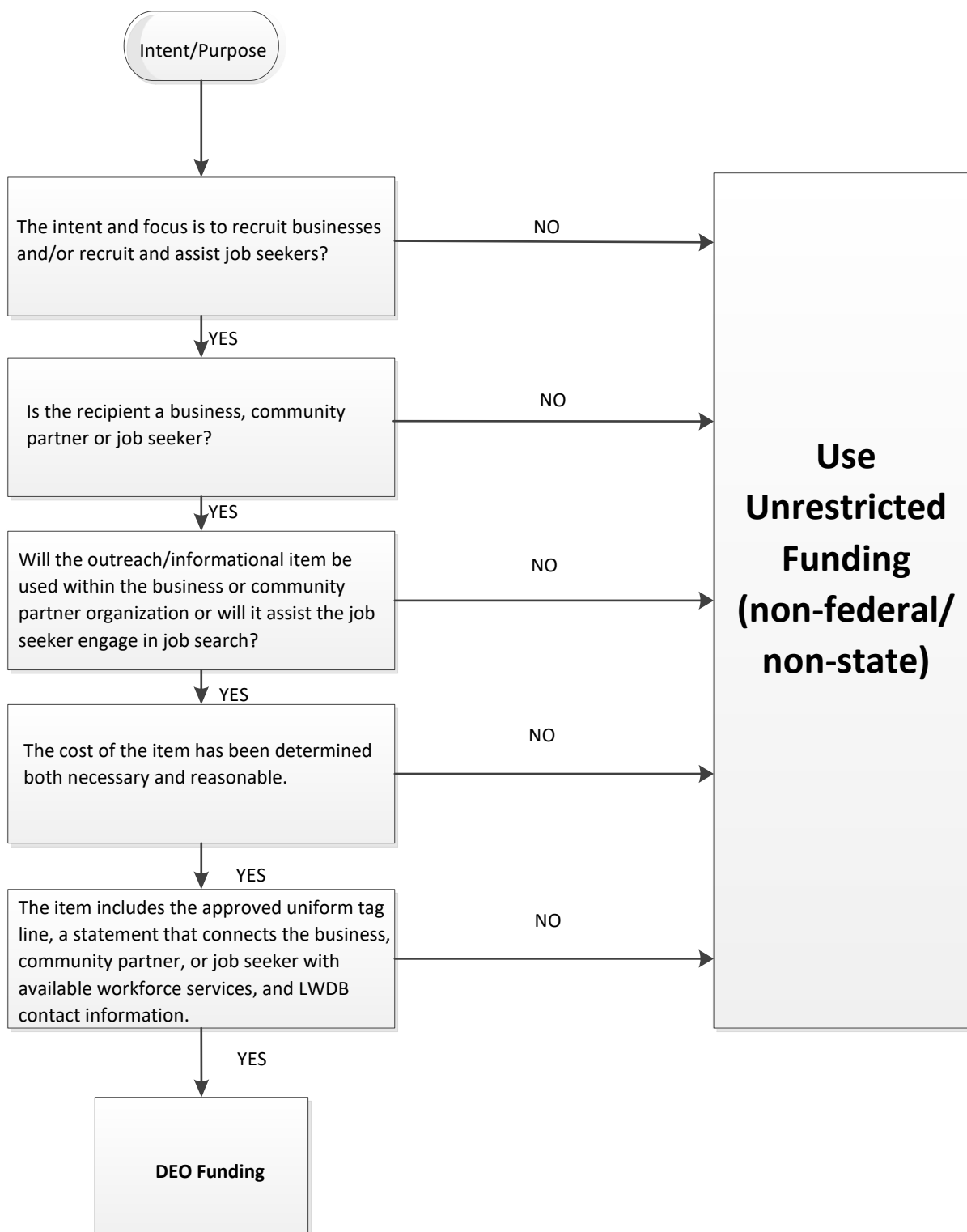
**Attachment I**  
**Grant Allowability for Purchases of Outreach/Informational Items**

| <b>Program Title</b>                                     | <b>Allowable to Purchase Informational Items?</b> |
|--|---|
| Supplemental Nutrition Assistance Program                | No  |
| Wagner-Peyser Employment Services                        | Yes   |
| Unemployment Insurance (UI)                              | No  |
| Reemployment and Eligibility Assessments                 | No  |
| Trade Adjustment Assistance                              | No  |
| WIOA Formula awards (Adult, Dislocated Worker and Youth) | Yes   |
| WIOA State Level   | Note 1  |
| Disabled Veterans' Outreach Program (DVOP)               | No  |
| Local Veterans' Employment Representative Program (LVER) | No  |
| Veteran's Incentive Awards                               | Yes, Note 2                                       |
| Welfare Transition                                       | No  |
| Other grant awards                                       | Note 3  |

**Notes:**

- (1) Allowable, unless restricted due to special terms in the Notice of Funds Availability (NFA).
- (2) Veteran's Incentive Awards are unrestricted funding that are not subject to prior approval requirements.
- (3) Depends on the specific grant requirements. Contact the Grant Manager listed on the NFA with any questions.

## Attachment II Outreach/Informational Items Decision Tree



**ATTACHMENT E****Federal Law and Regulations:**

- a. Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 C.F.R. Part 75, 29 C.F.R. Part 95, 2 CFR Part 200, 20 CFR Part 601, *et seq.*, and all other applicable federal regulations.
- b. Contractor shall comply with all applicable federal laws, including but not limited to:
  - (1) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
  - (2) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, *et seq.*, which prohibits discrimination on the basis of race, color or national origin.
  - (3) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
  - (4) 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 educational programs.
  - (5) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101, *et seq.*, which prohibits discrimination on the basis of age.
  - (6) 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.
  - (7) The American with Disabilities Act of 1990, Public Law 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
  - (8) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
  - (9) The Davis-Bacon Act, as amended, 40 U.S.C. 276a to 276a-7, and as supplemented by the Department of Labor (DOL) regulations 29 CFR Part 5, the Copeland Anti-Kickback Act, 40 U.S.C. 276c and 18 U.S.C. 874, as supplemented by the DOL regulations 29 CFR



Part 3, and the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, as supplemented by the DOL regulations 29 CFR Part 5, regarding labor standards for federally assisted construction subagreements.

- (10) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor 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. Contractor shall report any violation of the above to DEO.
- (11) Energy Efficiency: Contractor 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, Pub. L. 94-163.
- (12) **The 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 (see Certification Regarding Lobbying Form within Attachment 2 of this Contract). 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 recipient.**
- (13) Debarment and Suspension: When applicable, as required by the regulation implementing Executive Order (EO) No. 12549 and EO No. 12689, Debarment and Suspension, 2 CFR Part 2998, Contractor must not be, nor within the three-year period preceding the effective date of the Contract have been, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the U. S. Government Services Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs. Contractor must provide a completed Certification Regarding Debarment, Suspension, and Other Responsibility Matters, included in Attachment 2 of this Contract.
- (14) Public Announcements and Advertising: **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, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.**

- (15) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
  
- (16) Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.
  
- (17) Rights to Inventions Made Under Contract or Agreement: Contracts or agreements for the performance of experimental, development, or research work shall provide for the rights of the Federal Government and Contractor in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
  
- (18) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
  
- (19) E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
  
- (20) Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no

laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (21) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94-580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- (22) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

 Executive Director

(Signature and Title of Authorized Representative)

Ernst & Young, LLP June 1, 2023

Contractor Date

210 E. College Ave.

(Street)

Tallahassee, FL 32301

(City, State, ZIP Code)

**\*\*End of Attachment E – Federal Law and Regulations\*\***