

**CONTRACT TERMS AND CONDITIONS
FOR SERVICES BETWEEN
CAREERSOURCE FLORIDA,
INCORPORATED AND
Worldwide Interactive Network, Inc.**

**CONTRACT 2022-2023
FEID #: 62-1642428**

Project Name: Florida HIRES

2022-23 State of Florida General Appropriations Act, Line 719

I. Parties. The parties to this Contract are CareerSource Florida, Inc., hereinafter referred to as "CareerSource Florida" or "CSF," and Worldwide Interactive Network, Inc., or WIN Learning, hereinafter referred to as "Contractor" or "WIN Learning."

II. Term. This Contract shall commence on July 1, 2022, and shall expire with the option to renew on June 30, 2023. As this project receives its funding through an annual appropriation from the Florida Legislature, this Contract is subject to the availability of funds. Funding for this Contract is made available by the 2022-23 State of Florida General Appropriations Act, Line 719. CareerSource Florida retains sole authority to determine the availability of funds.

III. Scope of Services and Deliverables. Florida HIRES (*Helping Inmates Realize Employment Success*) is an innovative partnership between the Florida Department of Corrections (FDC) and CareerSource Florida (state workforce policy and investment board) focused on enhancing the employability skills and technical skills of incarcerated individuals *pre-release*. The Governor and the Florida Legislature have authorized \$1 million in general revenue for continued development, implementation, and management of the program in 2022-23.

Strategic objectives include:

- Expand the scope and number of incarcerated individuals receiving pre-release technical training and intensive employability services.
- Further align pre-release technical training with statewide / regional employer demand and more specifically industries / employers willing to hire returning citizens.
- Share CareerSource Florida expertise to build FDC capacity at the institutional level to enhance the scope and effectiveness of pre-release technical training and intensive employability services.

- Advance FDC and CareerSource Florida collaboration in developing a pre-release readiness model to expedite and increase post-release employment with potential replication statewide.
- Develop and test methods for tracking returning citizen employment and earnings post-release.
- Develop best practices, identify opportunities for continuous improvement, and evaluate continued viability.

The project started in fiscal year 2018-19 with a series of stakeholder engagement and strategic planning sessions centered on concept development, project governance, management structure, and administrative / operational logistics. Participant-facing services were launched in early fiscal year 2019-20 at three pilot FDC institutions.

As of fiscal year-end 2021-22, Florida HIREs has provided pre-release career readiness training to 542 incarcerated individuals at seven FDC institutions, resulting in more than 1,700 employer / industry recognized certifications. Preliminary research indicates that as many as 64 percent of Florida HIREs participants gain employment post-completion. *

* Data is preliminary and not yet conclusive. For more information, refer to the Florida HIREs 2021-22 Outcome Report.

Florida HIREs services are delivered through the CareerSource Florida network (local workforce development boards), public / private technical training providers, and Florida Ready to Work (state-sponsored career readiness program). WIN Learning – a national career readiness solutions company selected through competitive bid – is the project manager.

Florida HIREs participants are generally within approximately 180 days of release. Participation is voluntary. Motivation is the primary criteria for selection. Participants are mutually selected by the FDC and training providers.

Florida HIREs programming will include:

- technical skills training / certification programs at an institutional level aligned with employer demand including commercial truck driving, core construction, carpentry, electrical, road building, heavy equipment operation, advanced manufacturing, warehousing and logistics, and customer service / hospitality.
- enhanced employability skills training at an institutional level including how to search and apply for work online, development of a digital resume, mock interviewing, introduction to entrepreneurship and gig employment, and career contextualized soft skills training with completers earning the state-sponsored Florida Soft Skills Credential (Section 445.06 F.S.), validating mastery of foundational in-demand work readiness skills including communicating effectively, professionalism, teamwork, critical thinking, and problem-solving.

- comprehensive review and update of COMPASS 100 – 100 hours of employability and community transition training statutorily required for all inmates to complete prior to release from the FDC (Section 944.7065 F.S.) – and development of a new, corresponding facilitator guide in collaboration with workforce system and correctional system subject matter experts.
- expanded professional development to include Tier One Training for all FDC institutional level staff statewide with primary responsibility for the delivery of COMPASS 100. Facilitated by Florida HIREs, in partnership with the Florida Department of Economic Opportunity (state workforce development administrative), Tier One Training introduces foundational workforce development system / work readiness concepts, best practices, and resources. The training culminates with a proctored exam. Completers earn state-sponsored certification as a Florida Certified Workforce Development Professional.
- new collaborative methods for tracking / reporting returning citizen employment outcomes.

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.

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.

The Contractor is tasked with strategic planning and day-to-day operations including, but not limited to:

- sub-contracting, contractual / operational oversight, and payment of all third-party services including, but not limited to, participating training providers;
- reporting as mutually defined by Florida HIREs, the FDC, and CareerSource Florida;
- facilitating continuous communication and coordination among stakeholders; and
- leading continuous progress monitoring and evaluation.

Supporting implementation, the Florida Department of Corrections will:

- provide access to all applicable FDC rules and regulations and inform stakeholders of any regulatory or operational changes impacting the delivery of services;
- make all reasonable efforts to provide adequate training space at each approved service location, with room for computers, tables, and chairs to accommodate all approved participants and provide internet-enabled devices and internet access;
- identify and support recruitment of participants who meet the agreed upon criteria and identify replacement participants, as needed / appropriate; and
- establishes days and times during which identified participants will be permitted to participate in programming and make all reasonable efforts to ensure that participants are in attendance on established days and times.

CareerSource Florida will provide policy guidance and finance / administrative technical assistance.

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

V. Priority of Contract Documents. The parties agree that this Contract document, **Contract for Services Between CareerSource Florida, Incorporated and WIN Learning**, 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

VI. Payment for Services and Products. The Contract amount, not to exceed **\$1,000,000.** 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:

WIN Learning
Attention: Vandy Earick, Chief Financial Officer
1000 Waterford Place
Kingston, TN 37763
Email: vearick@winlearning.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. The Contractor shall provide all administrative functions, i.e., management, support staff, office space, telephones, supplies and typing, and any other administrative functions required to meet the requirements of this Contract 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. 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 and
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 and supporting documentation shall communicate all contract activities and show progress toward the accomplishment of required deliverables.

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

For CSF:
Andrew Collins, COO/CFO
2308 Killearn Center Blvd., Suite 101
Tallahassee, Florida 32309
Phone (850) 321-6460
Email: acollins@careersourceflorida.com

For the Contractor:
WIN Learning
Colleen Englert, Executive Vice President of Strategic Initiatives
930 Thomasville Road; Suite 102
Tallahassee, FL 32303
Email: cenglert@winlearning.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 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 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 WIN Learning, 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 arising from, resulting from or in any way connected or associated with this Contract, 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 C - Public Records Law**.

XXII. Ownership of Contract Materials. CareerSource Florida, the Florida Department of Corrections, 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 shall be the property of CSF. At CSF's discretion, the Contractor may be granted a non-exclusive license, without the rights to sublicense, to use products developed by the Contractor under this Contract. Said use shall be solely for the benefit of this Contract. The revenue generated by the Contractor from the products shall be used by the Contractor for activities consistent with this Contract and its project action plan. This revenue includes, but is not limited to, all income arising from sharing, replicating, allowing access to or distributing any and all components of the products. Notwithstanding anything to the contrary, the Contractor shall retain ownership of its pre-existing and/or independently developed intellectual property, materials, ideas, expertise, processes, and methodologies ("Contractor Pre-Existing Materials"). For materials that are delivered under the Contract for CareerSource Florida, Contractor hereby grants to CareerSource Florida a nonexclusive, royalty-free, right to use, copy, perform, display, execute, reproduce, and modify such Contractor Pre-Existing Materials, solely as contained in the materials or deliverables delivered herein."

XXIII. Intellectual Property Rights. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of CSF to be granted to and vested in CareerSource Florida for the use and benefit of CSF; and no person, firm or corporation shall be entitled to use the same without the written consent of CareerSource Florida. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for CSF and, upon creation, shall be owned exclusively by CSF. To the extent that any such works may not be considered works made for hire for CSF under applicable law, Grantee agrees, upon creation of such works, to automatically assign to CSF ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery

or invention to CSF who will refer it to the Department of State to determine whether patent protection will be sought in the name of CareerSource Florida.

Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature CSF has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of CSF to do so. Grantee shall give CSF written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

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

For Contractor:



Authorized Signature

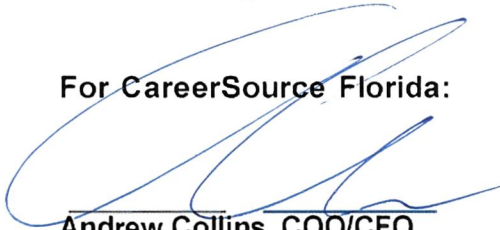
**Teresa C. Chasteen, Ph.D.,
President and CEO**

WIN Learning

June 30, 2022

Date

For CareerSource Florida:



**Andrew Collins, COO/CFO
CareerSource Florida, Inc.**

July 2022

Date

Attachment A-Schedule of Deliverables and Payments

Schedule of Deliverables and Payments

The following Schedule of Deliverables and Payments is subject to approval by the Florida Department of Corrections and CareerSource Florida and is further subject to change based on modifications to the plan during the programming year.

Deliverables	Tasks – Target Implementation Dates	Total Costs
Deliverable 1A	Baker Re-Entry Center UNF Warehousing and Logistics + Forklift Integrated technical training and employability services including, but not limited to, strategic planning, curriculum, training delivery, and project management per approved 2022-23 Implementation Plan. Target Date: Fall 2022	\$50,000.00
Deliverable 1B	Baker Re-Entry Center UNF Warehouse and Logistics + Forklift Integrated technical training and employability services including, but not limited to, strategic planning, curriculum, training delivery, and project management per approved 2022-23 Implementation Plan. Target Date: Spring 2023	\$50,000.00
Deliverable 2A	Florida Women's Reception Center Florida HIRES – COMPASS 100 Integration Pilot / Phase 1 AHLEI Certified Guest Service Professional Pilot integration of employability services with new COMPASS 100 curriculum plus AHLEI Certified Guest Service Professional training including, but not limited to, strategic planning, curriculum, training delivery, and project management per approved 2022-23 Implementation Plan. Target Date: Fall 2022	\$10,000.00
Deliverable 3A	Polk Correctional Institution iBuild Core Construction + Heavy Equipment Operator + Road Construction (Pre-Apprenticeship) Integrated technical training and employability services including, but not limited to, strategic planning, curriculum, training delivery, and project management per approved 2022-23 Implementation Plan.	\$110,100.00

	Target Date: Fall 2022	
Deliverable 3B	Polk Correctional Institution iBuild Core Construction + Heavy Equipment Operation + Road Building (Pre-Apprenticeship) Integrated technical training and employability services including, but not limited to, strategic planning, curriculum, training delivery, and project management per approved 2022-23 Implementation Plan. Target Date: Spring 2023	\$110,100.00
Deliverable 4A	Gadsden Re-Entry Center Florida HIRE – COMPASS 100 Integration Pilot / Phase 2 Digital Literacy Basics Pilot integration of employability services with new COMPASS 100 curriculum plus online digital literacy training including, but not limited to, strategic planning, curriculum, training delivery, and project management per approved 2022-23 Implementation Plan. Target Date: Fall / Winter 2022	\$10,000.00
Deliverable 5A	St. Petersburg Community Release Center PERC Core Construction / Tiny House – Advanced Manufacturing Integrated technical training and employability services including, but not limited to, curriculum, training delivery, and project management per approved 2022-23 Implementation Plan. * Strategic planning included in the 2021-22 budget. Target Date: Summer / Fall 2022	\$70,000.00 *
Deliverable 5B	St. Petersburg Community Release Center PERC Advanced Manufacturing Integrated technical training and employability services including, but not limited to, strategic planning, curriculum, training delivery, and project management per approved 2022-23 Implementation Plan. Target Date: Fall 2022	\$30,000.00
Deliverable 5C	St. Petersburg Community Release Center PERC Core Construction / Tiny House Integrated technical training and employability services including, but not limited to, strategic planning, curriculum, training delivery, and project management per approved 2022-23 Implementation Plan.	\$60,000.00

	Target Date: Spring 2023	
Deliverable 6A	Sago Palm Re-Entry Center iBuild Introduction to Heavy Equipment Operation – Road Construction Integrated technical training and employability services including, but not limited to, strategic planning, curriculum, training delivery, and project management per approved 2022-23 Implementation Plan. Target Date: Winter 2022-23	\$60,000.00
Deliverable 6B	Sago Palm Re-Entry Center iBuild Introduction to Heavy Equipment Operation – Road Construction Integrated technical training and employability services including, but not limited to, strategic planning, curriculum, training delivery, and project management per approved 2022-23 Implementation Plan. Target Date: Spring / Summer 2023	\$60,000.00
Deliverable 7A	Kissimmee Community Release Center FleetForce CDL B Integrated technical training and employability services including, but not limited to, strategic planning, curriculum, training delivery, and project management per approved 2022-23 Implementation Plan. Target Date: Fall 2022	\$60,000.00
Deliverable 7B	Kissimmee Community Release Center FleetForce CDL B Integrated technical training and employability services including, but not limited to, strategic planning, curriculum, training delivery, and project management per approved 2022-23 Implementation Plan. Target Date: Spring 2023	\$60,000.00
Deliverable 8A	Hamilton Correctional Institution Florida Masonry Apprentice & Education Foundation Introduction to Core Construction / Masonry Integrated technical training and employability services including, but not limited to, strategic planning, curriculum, training delivery, and project management per approved 2022-23 Implementation Plan.	\$65,000.00

	Target Date: Spring 2023	
Deliverable 8B	Hamilton Correctional Institution UNF Warehouse and Logistics + Forklift Integrated technical training and employability services including, but not limited to, strategic planning, curriculum, training delivery, and project management per approved 2022-23 Implementation Plan. Target Date: Spring 2023	\$65,000.00
Deliverable 9A	Largo Road Prison Florida HIRES – Strategic Planning Facilitate stakeholder strategic planning for potential development of a Florida HIRES program. Target Date: Fall / Winter 2022	\$5,000.00
Deliverable 10A	COMPASS 100 Update – Phase 2: Integration Pilots Facilitate planning for pilot of new COMPASS 100 curriculum at two institutions to be determined by FDC. Locations under consideration include Baker RC, Polk RC, and Wakulla CI. Target Date: Fall 2022 / Winter 2022-23	\$16,000.00
Deliverable 10B	COMPASS 100 Update – Phase 3: Finalize Content Incorporate feedback from pilots and facilitate review / update of 'life skills' modules. Target Date: Fall 2022 / Winter 2022-23	\$15,000.00
Deliverable 10C	COMPASS 100 Update – Phase 4: Design and Layout Facilitate the graphic layout of the new COMPASS 100 curriculum. Target Date: Fall 2022 / Winter 2022-23	\$15,000.00
Deliverable 10D	COMPASS 100 Update – Phase 5: Professional Development Rollout Creation and delivery of two professional development webinars to advance implementation of the new COMPASS 100 curriculum. Target Date: Spring 2023	\$10,000.00

Deliverable 11	Tier One Training – Cohort 4 Coordinate delivery of Tier One Training and continue cross-training of FDC Central Office staff to assume project management by spring 2023. Target Date: Fall / WIN LEARNING Winter 2022	\$7,000.00
Deliverable 12	2022-23 Florida HIRES Outcome Report Data collection, analyses, and development of report summarizing Florida HIRES participation and participant post-release employment and wages results from inception to date. Target Date: Summer 2023	\$30,000.00
Deliverable 12	2023-24 Florida HIRES Implementation Plan Development of plan summarizing proposed implementation approach for 2023-24 based on stakeholder consultation. Target Date: Summer 2023	\$30,000.00
Deliverable 13	Training Supplies and Equipment Coordinate procurement and delivery of training supplies and equipment, pre-approved by the Department, to support implementation.	\$1,800.00
TOTAL		\$1,000,000.00

Contract Total: \$1,000,000
End of Attachment A - Schedule of Deliverables and Payments, Executed July 1, 2022

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.



(Signature and Title of Authorized Representative)

Worldwide Interactive Network, Inc. *June 30, 2022*

Contractor

Date

1000 Waterford Place

(Street)

Kingston, TN 37763

(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, 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.