

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

CONTRACT 2023-2024

FEID #: 34-6565596**

Project Name: Transitional Benefits Feasibility Study
CFDA Number(s): 93.558, Temporary Assistance for Needy Families (TANF)

Contract Value: \$870,000

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

II. Term. This Contract shall commence on July 17, 2023, or upon execution by the parties, whichever is later, and shall expire with no option to renew on June 30, 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 Temporary Assistance for Needy Families. CareerSource Florida retains sole authority to determine the availability of funds.

III. Scope of Contract.

EY will conduct a feasibility study and analysis of options to achieve economic self-sufficiency and independence from public assistance programs, addressing benefits cliffs faced by families receiving temporary cash assistance or school readiness program services (the "Target Population").

The contractor will be responsible for the following tasks and activities:

1. Introduction and Project Management Plan.
 - a. Facilitate a kick-off meeting.
 - b. Develop a Project Management Plan (PMP).
 - c. Develop a detailed project schedule in Microsoft Project.
2. Conduct an analysis of the current usage of TANF and TANF transitional benefits in the State of Florida, including the number of individuals utilizing the benefits, the duration of use, and the reasons for discontinued use. Analysis should include:
 - a. Needs assessment: Vendor shall conduct a needs assessment of the Target Population to identify barriers to access and utilize TANF and TANF transitional benefits.
 - b. Identification of competing benefits: Vendor shall identify competing sources of benefits in the larger workforce ecosystem to leverage all available resources, and structure TANF and TANF transitional benefits to have the greatest impact on the Target Population.

- c. Analysis of federal allowable costs and differences in allowable costs that result from state or local policies that are currently in place.
 - d. Financial modeling and sensitivity analysis: Vendor shall conduct financial modeling and a sensitivity analysis of standards for localized eligibility by county for continuing receipt of temporary cash assistance and for transitional services for former temporary cash assistance recipients.
 - e. Analysis of projected impact of options on families' ability to achieve economic self-sufficiency and independence from public assistance programs.
 - f. Identification of barriers to implement proposed options.
3. Local level policy recommendations, case management, and family engagement leading practices.
 - a. Local level policy recommendations for case management and family engagement.
 - b. Identification of leading practices: Vendor will identify leading practices for local workforce development boards' case management and engagement with the Target Populations that have a positive impact on a family achieving independence from public assistance programs.
 4. Standardized tool for evaluating TANF needs.
 - a. Recommend a standardized tool for evaluating the needs of temporary cash assistance recipients for transitional assistance and other support services to achieve economic self-sufficiency.
 5. Implementation Plan to mitigate benefits cliffs faced by the Target Population. Implementation Plan to include the following:
 - a. Action steps
 - b. Resource requirements
 - c. Recommended assessment instruments
 - d. Identification of necessary policy and statutory changes
 6. Coordination with relevant agencies: Vendor shall work with and coordinate meetings among CareerSource Florida, local workforce development boards, the FloridaCommerce, the Department of Children and Families, the Department of Education, and other relevant state agencies or partners identified by CareerSource Florida. These meetings are to be documented with meeting minutes.

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 CSF's RFP for Temporary Assistance for Needy Families (TANF) Transitional Benefits Feasibility Study 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** - FloridaCommerce 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 - FloridaCommerce'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 **\$870,000 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 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 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 Killlearn 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 FloridaCommerce 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: C. Dawn Woods

July 17, 2023

Authorized Signature

Date

C. Dawn Woods, Principal

Printed Name & Title

For CareerSource Florida:

Adrienne Johnston

07/17/2023

Authorized Signature

Date

Adrienne Johnston, President and CEO

Printed Name & Title

Attachment A

Schedule of Deliverables and Payments

Temporary Assistance for Needy Families (TANF) Transitional Benefits Feasibility Study

Statement of Work:

This Statement of Work (“SOW”), which is effective as of July 17, 2023, regarding the Temporary Assistance for Needy Families (TANF) Transitional Benefits Feasibility Study (“the Project”), is made by Ernst & Young LLP (“EY”) and CareerSource Florida, Inc. (“Client”), pursuant to Contract (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 or Virtual
Weekly Status Meetings	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:

Deliverable No. 1 – Introduction and Project Management Plan

Timeline: Complete deliverable within 10 business days of commencement of work.

Data Request Meeting

EY will facilitate a virtual meeting prior to work commencing to outline and request the data needed to complete required analyses.

Kickoff Meeting

As part of standard business practice, **EY will facilitate a kick-off meeting with key stakeholders** to level set on project expectations, confirm mutual understanding of project goals, scope and requirements, roles, and responsibilities, develop effective and efficient lines of communication, align on CareerSource Florida’s preferred ways of working, and establish an operational cadence for project management activities.

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 Plan Components	Description
<p>Project Plan Summary</p>	<p>The Project Plan Summary will review the overall approach to managing the project and act as an executive summary to the project plan. Our approach to the project summary includes:</p> <ul style="list-style-type: none"> • Table of contents • Revision history • Overview of the project • Project objectives • Project assumptions, constraints, and success criteria
<p>Project Scope Management Plan</p>	<p>Project Scope Management Plan will help align the project management team and appropriate stakeholders to establish the scope of work, outreach, interviews, and expectations and benefits.</p> <p>Our approach to scope management includes the following activities:</p> <ul style="list-style-type: none"> • Review existing relevant documentation for the project • Facilitate sessions with CareerSource Florida and stakeholders to refine our understanding and define formal acceptance criteria • Define an out-of-scope process which includes outlining prioritized needs and defining program impacts • Create the project scope statement, including assumptions, constraints, acceptance criteria, and scope exclusions • Obtain formal acceptance of the scope statement and finalized project schedule inclusive of all accepted scope items • Review the plan regularly to enable performance improvement
<p>Resource Management Plan</p>	<p>Often organizations operate with limited resources with multiple demands on time and budget. As such, we want to establish processes that can effectively utilize project resources time and improve their impact. Resource management helps eliminate confusion related to roles and responsibilities and increases the effectiveness of how project resources are allocated as decisions are made.</p> <p>Once we understand the scope, goals, and key resources, we will begin to define how those resources align to the tasks required to successfully complete the project. For key project leadership team members, we may outline a Responsible, Accountable, Consult, Informed (RACI) matrix so individuals understand when they are a key owner of a task versus when only their input is needed.</p> <p>Resource management will be an iterative process, periodically reviewed to identify areas of competing for resources, resource availability changes, and communication gaps related to resources.</p>
<p>Risk Management Plan</p>	<p>Our team will implement a risk management process that will lessen the time it takes to detect, resolve, and mitigate risk to reduce the impact of those risks that arise during the project. We will continuously identify potential risks in collaboration with relevant stakeholders, which allow the team to proactively monitor and communicate items that may impact the delivery of the project.</p> <p>Our approach to risk management, which is based on industry standards, includes a formal risk management process and associated risk management plan. Our team's process will include identifying the root cause analysis, identifying possible resolutions, evaluating the resolutions, and recommending resolutions and remediation strategies.</p>

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Project Management Plan Components	Description
	<p>Our approach to risk management will be follows:</p> <ul style="list-style-type: none"> • Identify risks – Capture current and historical risk management context and risk states for different risk profiles. Identifying risk early in the process allows the team to proactively monitor and communicate risks and issues that may impact delivery. Risks will also be identified and managed during the entire lifecycle of the project. • Conduct a quantitative risk analysis – Identified risks are analyzed to understand the impact on scope, cost, and schedule. Each risk will be assigned a risk rating using a risk assessment matrix, determining its likelihood of occurring. This assessment will be used to compare and prioritize risks and determine the degree of escalation needed. Risks can be re-evaluated or re-estimated several times. • Perform risk mitigation planning – After evaluation, we will develop recommendations that are intended to prevent the risk or reduce its impact. The risk mitigation action will be assigned to an owner who will be responsible for defining and implementing the risk management plan by a determined date. • Perform risk monitoring and control – Risk monitoring is an iterative process that will be built into the risk management process. Risks will be logged, monitored, updated, and communicated using a project RAIC (Risk Action Issue Change) log. Risks are monitored until they no longer need to be tracked as part of risk monitoring activities.
<p>Communication Plan</p>	<p>We will identify the relevant key project stakeholders to determine the level of impact the initiative has on each group and to understand their level of influence (e.g., determining project direction, strategy, or approach) on the project. By mapping these stakeholders to different group categories, we will be able to determine the types of communication and level of engagement appropriate for each (e.g., intentionally engaged, actively involved, build awareness, keep informed, etc.) and document the various communication methods to use throughout the project lifecycle.</p> <p>We understand this project involves working and coordinating with multiple agencies, including CareerSource Florida, local workforce development boards, the FloridaCommerce, the Department of Children and Families, the Department of Education and other relevant state agencies or partners identified by CareerSource Florida. Meetings with these agencies will be documented with meeting minutes.</p>
<p>Project Change Management Plan</p>	<p>Effective change management is necessary to control changes to the project, including schedule, scope, cost, quality, and governance. The process defines the procedure for requesting, evaluating, approving, and tracking these changes.</p> <p>Our team will establish a change management process, incorporating key tools such as a tracking log and change order form, that includes the following steps:</p> <ul style="list-style-type: none"> • Identifying the need for a change, documenting it in a RAID log (Risk, Assumptions, Issues, and Dependencies), and completing the change process • Investigating the change and determining the validity and appropriate level of the change • Escalating the change to appropriate levels or internal leadership for review and approval • Receiving approval and implementing approved changes
<p>Microsoft Project Schedule</p>	<p>Schedule management is crucial to the success of a project, particularly when multiple entities are involved. We will take an integrated view into the development of the</p>

Project Management Plan Components	Description
	<p>schedule process considering many different variables (for example, stakeholder needs, dependencies, risks, and conflicting priorities) while factoring in communication and change management requirements. The team also considers the appropriate amount of lead time for executive reviews and feedback.</p> <p>Our PMP certified Project Manager will work closely with the CareerSource Florida project team to draft a project plan, inclusive of key activities, timelines, dependencies, deliverables, and important milestones. The Project Manager will serve as the single point of escalation for these activities.</p> <p>All these considerations will be used to develop a detailed project schedule using Microsoft Project that will include required activity sequences, durations, and schedule constraints.</p>
Quality Management Plan	<p>Our approach to quality management includes the following steps:</p> <ul style="list-style-type: none"> • Identify key stakeholders and decision makers who will determine success for this initiative • Understand stakeholders’ quality goals to get a clear vision of what success looks like for the project • Outline and gain consensus on performance measure thresholds to help maintain alignment when decision points occur in the project • Implement quality management tools, such as deliverable expectation documents (DEDs) and deliverable review logs

Deliverable No. 2 – Analysis of the current usage of TANF transitional benefits

Timeline: Complete deliverable within 45 business days of commencement of work.

EY’s approach to analysis will provide both strategic support and technical assistance to inform a data-driven, evidence-based assessment around the current usage of TANF and TANF transitional benefits. We will utilize a three-step process defined below with the goal of providing a holistic set of transitional support such as community and family structure, childcare, upskilling, and education benefits that families can more meaningfully utilize.

Approach:

1. Develop a “Needs Assessment” to understand the current needs of the Target Population and barriers to access, recognize competing benefits to find best outcomes and determine financial viability of current spend and utilization of TANF funds.
2. Conduct financial modeling and scenario and sensitivity analysis to understand potential impacts of options on Target Population and any resource requirements to execute options.
3. Use insights from our needs assessment and financial modeling to articulate recommendations for CareerSource Florida to consider and identify potential barriers to implementation.

Specifically, we will:

Needs Assessment and Competing Benefits Analysis Activities:

- Perform desktop research of publicly available data and data provided by CareerSource Florida to assess the current landscape of TANF and TANF transitional benefits in the State of Florida. This will include historical trends; economic, health, and demographic conditions; alternative social service supports; and legislative influences.
- Conduct interviews with program leaders and appropriate stakeholders to gain initial perspectives on key

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challenges, barriers, and potential opportunities.

- Research and evaluate competing sources of benefits that might be available to beneficiaries (e.g., Supplemental Security Income or SSI, unemployment benefits, Social Security, etc.) that can assist in better structuring of TANF transitions.

Financial Modeling and Scenario and Sensitivity Analysis Activities:

- Analyze and model programmatic financial performance, resource (administrative) capacity and utilization, beneficiary satisfaction and outcomes, legislative challenges, state/local policies vs federal allowable costs, and risk issues with current portfolio.
- Build scenario analysis to model the journey of a typical beneficiary through the program and beyond – e.g., what leads to “(un)successful” outcomes for beneficiaries. Assess the financial impact (e.g., potential savings) of potential changes (options) to existing programs. The model will elucidate the financial feasibility of gaining temporary cash assistance and job training vis-à-vis moving off the program and becoming a contributing member of the society (as evaluated via outcome measures such as taxes, probability of falling back into the safety net, cliff-effects, etc. that will be agreed upon with you).
- Create sensitivity analyses to evaluate impact of changing specific standards for localized eligibility of beneficiaries by county.

Recommendations and Barriers to Implementation Activities:

- Based on interviews and scenario analyses, provide insights and considerations that could improve outcomes for program recipients, identify and quantify anticipated benefits, and summarize potential risks and mitigation actions.
- Assess available work readiness resources available to the target population that may overlap with transitional benefit program objectives.
- Study implementation barriers related to other states’ legislation enacted to address TANF transition benefit cliffs that may serve as guardrails for Florida.
- Provide a summary of findings and recommendations.

Deliverable No. 3 – Local level policy recommendations, case management and family engagement leading practices

Timeline: Complete deliverable within 45 business days of commencement of work.

The law governing entitlement and benefit programs is complex and determines the rights, responsibilities, and protections of the citizens tethered to and dependent on social service programs. Public policy changes, enacted at the federal, state, and local government levels profoundly impact the lives of Americans, particularly low-income individuals, and families. By understanding the legislation and policy landscape, program and benefits evaluations, and economic trends, the team will better understand the direct and indirect impacts of TANF and TANF transitional benefits within the State of Florida.

Our key activities in this area will include:

Analysis of local level policy and practice in Florida

- ▶ Perform **desktop research** that focuses on state and local policies and regulations to gather insight into program implementation, specifically identifying how policies and laws create barriers and opportunities for recipients.
- ▶ Supplement desktop research with **interviews with select local workforce development boards** to understand leading local practice with respect to case management and engagement with the target population, and which practices are having a positive impact on families achieving independence from public assistance programs
 - Work with CareerSource Florida to identify / nominate local workforce development boards for

- interviews
- After CareerSource Florida provides introductions to local workforce boards, schedule and conduct interviews
- Synthesize key findings and themes from interviews, including identification of leading practices and implications of these findings (e.g., which practices could potentially be scaled beyond a specific locality? What would it take to scale these practices?)
- ▶ Explore **potential legislative changes/options for waivers** and advocacy requirements to advance dialogue including identifying diverse community, policy, and service delivery stakeholders to advocate for reform considerations.
- ▶ Assess alignment of **eligibility thresholds for TANF programs** and how this might relate to reduction or loss of benefits and impacts of disregard limit for income or valuations of assets such as vehicles owned.
- ▶ Identify **growth indicators for specific occupations** to focus job training more strategically to promote higher wages for targeted population.

Leading Practice in Other States

- ▶ Together with CareerSource Florida, identify 3-5 states for benchmarking and leading practice research purposes.
- ▶ Research TANF initiatives in selected states to understand positioning relative to these states and to determine whether certain approaches and leading practice in these states could be adapted to Florida's context.
- ▶ Evaluate effectiveness of related legislation enacted in selected states to address benefit cliffs post-pandemic to help identify gaps in a modern workforce landscape.
- ▶ Analyze selected states' implementation of parenthood initiatives, specialized workforce training and education programs and afterschool activities that potentially address health issues and social determinants of health that provide parents and students with mentors that support them by promoting self-sufficiency mindset.

Deliverable No. 4 – Standardized tool for evaluating TANF needs

Timeline: Complete deliverable within 45 business days of commencement of work

To know that TANF beneficiaries are optimally and equitably enabled to transition out of a place of dependency on the program to one of self-sufficiency, it is important for the State to develop an approach to assessing where TANF beneficiaries are in their respective journeys through the program and what additional support they need to transition back into the workplace.

To this end, we will:

- ▶ **Recommend a standardized framework** that will allow various TANF program stakeholders (e.g., case managers) to determine what additional support or training or both may be needed to assist moving recipients from a state of dependency to one of self-sufficiency. This may include developing a Target Population segmentation plan (e.g., based on a variety of characteristics to be determined as part of this work) to identify the needs of specific “personas” and their corresponding financial and support/training needs.
- ▶ **Identify KPIs** (Key Performance Indicators) that may signal an appropriate level of beneficiary self-sufficiency to be successful outside the program.
- ▶ **Propose the design of a “benefit-cliff” calculator** to understand when a beneficiary might (inadvertently/ unknowingly) become ineligible for TANF benefits due to hitting income limits. While this may be

considered a pathway to success, it is important to understand that not all beneficiaries hitting income limits will necessarily be equipped sufficiently to transition successfully to the workplace.

- ▶ **Provide guidance** for comparative analysis of changing dynamics in employment training, transportation, and childcare that may impact temporary cash assistance needs/other support services of beneficiaries for transitional services.

Deliverable No. 5 – Implementation Plan

Timeline: Complete deliverable within 45 business days of commencement of work

Upon completion of the activities performed within Deliverables 2-4, the EY team will recommend an implementation plan to address benefits cliffs faced by the Target Population. Implementation planning will require active participation and collaboration with CareerSource Florida to make certain that approaches remain accurate and feasible for the State to implement.

To understand potential cliff-effects it is important to pinpoint where they are likely to occur between TANF and TANF Transitional Benefits to determine the relationship and reliance variables. Identifying the break point(s) at which a recipient will experience cliff effects will help narrow down the necessary actions and timing for interventions.

Our approach to developing the Implementation Plan will occur in four steps:

- 1. Gap Analysis:** Identify the gaps between the current state and the future desired state of the TANF Transitional Benefits program.
- 2. Identification of Initiatives:** Identify areas where initiatives are required to close the gap found in the Gap Analysis
- 3. Initiative Alignment and Prioritization:** Align and prioritize identified initiatives that are optimal for CareerSource Florida, its stakeholders and those served
- 4. Implementation Plan:** Provide overall summary of each initiative including objective, key activities, sequencing and timing, and other recommendations

The overall implementation plan will provide the foundation for CareerSource Florida to begin executing the portfolio of recommended actions (e.g., address current legislative or programmatic barriers, provide policy waivers, adjust interventions, develop mutually beneficial partnerships) and to monitor progress of initiatives over time.

Deliverable No. 6 – Coordination with Relevant Agencies

Timeline: Within 5 business days from the 1st calendar day of each month following the month in which the meeting was held.

The EY team will support CareerSource Florida's coordination efforts with relevant parties (e.g., local workforce development boards, FloridaCommerce, Department of Children and Family Services, Department of Education, and other relevant state agency and partners identified by CareerSource Florida) throughout the period of performance. Our goal will be to effectively coordinate stakeholder participation and help enable the onset and expansion of mutually beneficial partnerships to meet the needs of TANF recipients.

In accordance with CareerSource Florida's requirements, the EY team will support the following activities related to logistics planning, meeting preparation, and facilitation services:

- ▶ Coordinate across resources, stakeholders, and other relevant parties to determine scheduling, duration, and location of meetings.

- ▶ Develop informational materials and other documentation as required for meeting preparation and execution.
- ▶ Attend meetings and capture meeting minutes and summarize insights and key takeaways for distribution following each gathering.
- ▶ Provide facilitation services as needed for internal and external meetings.

Deliverable No. 7 – Weekly Status Meetings and Status Reports

Timeline: Within 5 business days from the last calendar day of each month.

EY will facilitate weekly status meetings with the CareerSource Florida Program Director and core project team. During the status meetings, we will provide an overview of the status of activities, milestones, risks, issues, and a review of the Project Schedule. The delivery team will review the risk register during status meetings with stakeholders and escalate risks that are likely to become issues requiring immediate action.

The weekly written status report is the key communication document that will reflect the progress and performance of the project work. It will provide a snapshot of the project's health and utilizes a proactive and collaborative approach. The status report will include:

- ▶ Current status of the overall health of the project
- ▶ Actual progress of the project against State-approved Project Management Plan and Project Schedule
- ▶ Accomplishments for the current reporting period
- ▶ Key activities for the next reporting period
- ▶ List of open issues and risks that could or do impact the project schedule, scope, cost, and deliverables, as well as recommended resolution/mitigation plans.

The proposed format, content, submission, and method of delivery for the report will be approved by CareerSource Florida and distributed to the Program Director and core project team on a weekly basis. Our team will work with CareerSource Florida during project initiation to finalize details of the Project Status Report.

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.

To close out the project, we will perform a series of steps as outlined below.

Documenting Lessons Learned

EY's lessons learned process is a series of repeatable activities that are designed to capture and utilize lessons learned from previous projects or current project phases. The EY team will work closely with CareerSource Florida to identify lessons learned and strategies for implementing agreed-upon changes that result from lessons learned beyond the project lifecycle. At the end of the project, EY will conduct a lessons learned session with CareerSource Florida and other identified stakeholders to identify and discuss leading practices and desired process changes based on project experience within Florida, adding additional context from lessons learned in other states where relevant. Specifically, our team will facilitate a lessons learned session with you to reflect on what worked well, what didn't work as well, and what could have been done differently.

Project Release Document

As part of project closure, our PM team will deliver a comprehensive Project Release Document that catalogues all project information in one place. This report will include:

- ▶ A summary of major project accomplishments
- ▶ All deliverables that were submitted and accepted
- ▶ Information / documentation necessary to confirm that the TANF project requirements and deliverables have been fully met with an explanation of any exceptions
- ▶ Any outstanding defects and enhancements will be noted, as well as risks or issues, so that work can continue when the project transfers to CareerSource Florida and risks can be addressed.
- ▶ Description and confirmation of all project closeout and knowledge transfer activities. Confirmation that all activities have been transitioned to CareerSource Florida, and that all project documentation and artifacts are up to date and stored in client’s repository or choice, so they can be referenced for future projects

We will work with CareerSource Florida on the final transfer of materials and documents into a repository of choice.

Close Scope Processes

A critical element of project scope control is reaching an agreement on the finalized list of deliverables, as well as their format and content, which are defined in the Deliverable Expectation Documents. Scope processes are considered closed when all deliverables identified in the project schedule have been approved (as applicable) by the MPS Stakeholders, and as other subsequent steps (e.g., distribution of approved deliverable, archiving of hard and soft copies) has been completed, and when all major milestones have been met.

EY understands that project closeout can have a lasting impact for our clients. We will comply by performing a formal project closeout.

Project closeout	
Common challenges	<ul style="list-style-type: none"> ▶ Unresolved problems carry over to future project work ▶ Misunderstood or unrecognized project benefits ▶ Not capturing both positive and negative lessons learned to inform future projects
Our approach	<ul style="list-style-type: none"> ▶ Seamless transition of the project to the CareerSource Florida ▶ Clear articulation of benefits through PM metrics ▶ Effective knowledge transfer
Critical success factors	<ul style="list-style-type: none"> ▶ Availability of support team to conduct timely and formal transition between project team and support team ▶ Leadership availability to engage in meaningful lessons-learned discussion
Major activities	<ul style="list-style-type: none"> ▶ Knowledge transfer ▶ Transfer project documentation and materials ▶ Documentation of lessons learned ▶ Transition project membership
Work products	<ul style="list-style-type: none"> ▶ Closeout confirmation ▶ Lessons-learned documentation and review ▶ Project resources released

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 full bios.

The core EY team will include the following individuals:

Resource	EY Job Title and Project Role
Kasia Lundy	<ul style="list-style-type: none"> ▶ Principal Consultant ▶ Project Executive
Natasha Hunerlach	<ul style="list-style-type: none"> ▶ Principal Consultant ▶ Lead Subject Matter Resource
Rajiv Mehrotra	<ul style="list-style-type: none"> ▶ Senior Manager ▶ Project Lead
Justin Matthews	<ul style="list-style-type: none"> ▶ Director ▶ Project Manager
Samantha Burris	<ul style="list-style-type: none"> ▶ Manager ▶ Policy Assessment
Leah Yarbrough	<ul style="list-style-type: none"> ▶ Manager ▶ PMP Project Manager
Aaron Hartfield	<ul style="list-style-type: none"> ▶ Manager ▶ Analysis & Financial Modeling
Danielle Barnes	<ul style="list-style-type: none"> ▶ Executive Director ▶ Subject Matter Resource
Eric Coleman	<ul style="list-style-type: none"> ▶ Manager ▶ Subject Matter Resource

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.

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 Kasia Lundy. Client’s day-to-day contacts at EY are Kasia Lundy and Rajiv Mehrotra.

Fees & Deliverables

Client shall pay EY a fee of \$870,000 for the Services.

As the EY team completes the deliverables specified in the table below, which will be provided on an unbranded basis (“Deliverables”), we will issue a status report (format to be agreed upon by Client) detailing all activities and outputs that were conducted for that deliverable 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 and notes the financial consequences associated with missing agreed upon deadlines for each deliverable, as specified in the Client’s RFP. Client and EY acknowledge that a variety of factors can affect timelines and EY’s ability to deliver against the deadlines stated below, some of which may be outside EY’s control (e.g., Client delays in getting data or information to EY). The EY Engagement Leader will conduct periodic performance and satisfaction reviews with Client (to be agreed upon in advance) to receive feedback on the engagement against the agreed upon performance criteria. EY will also utilize the weekly Project

Meetings to elevate any issues that may pose risk to meeting the deadlines stated below, and together with Client, will identify ways to mitigate this risk. If delays are deemed unavoidable, Client and EY will jointly agree to amended deadlines.

Deliverable #	Description	Deliverables	Anticipated Invoice Date	Price	Financial Consequences
Deliverable 1	Introduction and Project Management Plan	Project Schedule in MS Project, Project Plan Summary, Scope Management Plan, Risk Management Plan	10 days after commencement of work	\$78,300	Failure to conduct kickoff meeting(s) and submit PMP within 10 business days of commencement of work 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	Analysis of the current usage of TANF and TANF Transitional benefits	Analysis report (in PPT, PDF, DOC, XLS) outlining our benefits analysis, sensitivity analysis, and projected impacts	45 days after commencement of work	\$165,300	Failure to submit proof of the Needs Assessment, competing benefits analysis, federal allowable cost impact analysis, financial modeling and sensitivity analysis, projected impacts of options analysis, identification of implementation barriers, and other documents created within 45 business days of commencement of work 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 3	Local level policy recommendations, case management and family engagement leading practices	Recommendations report (in PPT, PDF, DOC, XLS) outlining local policy recommendations and leading practices	45 days after commencement of work	\$165,300	Failure to document local level policy recommendations and leading practices within 45 business days of commencement of work 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	Standardized tool for evaluating TANF needs	Tool recommendations report (in PPT, PDF, DOC, XLS) outlining standardized tool for evaluating the needs of recipients for transitional assistance	45 days after commencement of work	\$165,300	Failure to provide the recommendation for the evaluation tool within 45 business days of commencement of work 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	Implementation Plan	Implementation plan outlining plan steps, requirements, potential policy changes	45 days after commencement of work	\$165,300	Failure to provide the recommendation for the evaluation tool within 45 business days of commencement of work 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 #	Description	Deliverables	Anticipated Invoice Date	Price	Financial Consequences
Deliverable 6	Coordination with Relevant Agencies	Meeting minutes and attendee documentation	Monthly during term of the contract	\$78,300	Failure to submit the sign-in sheets, meeting agendas, meeting minutes, or other documentation within 5 business days from the 1st calendar day of each month following the month in which the meeting was held 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. This deliverable is expected to be billed monthly throughout the term of this contract.
Deliverable 7	Weekly Status Meetings and Status Reports	Weekly status reports outlining the overall health of the project (in PPT, PDF, DOC)	Monthly during term of the contract	\$26,100	Failure to submit weekly status reports within 5 business days from the last 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. This deliverable is expected to be billed monthly throughout the term of this contract.
Deliverable 8	Project Closure	Project closeout report (in PPT, PDF, DOC, XLS) detailing lessons learned and Project Release Documentation	After project end	\$26,100	Failure to submit the Project Closure Report supported with required documentation within 5 business days of final acceptance of the last deliverable for Deliverable 7, as specified, 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.
TOTAL				\$870,000	

Price is inclusive of travel and other expenses.

Other assumptions:

- EY understands that all Intellectual property rights will be owned by CareerSource Florida and that other work may be added to the contract upon a mutually signed agreement and fees.
- Throughout the project, EY will remain committed to open communication with CareerSource Florida and FloridaCommerce about delivery dates, launch dates, and any contingency plans should delivery dates need to be adjusted.
- Our Schedule and Pricing and our ability to deliver against our Deliverables assumes that we will have access to all the necessary data within the first week (5 business days) of commencing work and all data will be de-identified with a common unique identifier to link across systems. A detailed data requirements list will

be provided to CareerSource Florida prior to commencing work. Any additional data requests will be met by CareerSource Florida within a reasonable amount of time (~3-5 business days).

- We assume that all stakeholders will be available for meetings within a reasonable amount of time (3-5 business days).
- We will raise any off-track concerns on our weekly status meetings, and we assume those concerns will be resolved within 1-2 business days in order for us to adhere to Deliverables timelines.
- We assume that CareerSource Florida will provide introductions for the EY team to key stakeholders who will be engaged throughout the project to facilitate the scheduling process and encourage responsiveness of stakeholders.
- We assume a mix of in-person (on-site) and virtual meetings, as stated in the RFP. We would expect to finalize meeting frequency and format (in-person vs. virtual) as part of the project management plan development.

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.
- EY's Services and resulting Deliverables are not a fairness opinion or investment advice. Client will not rely on any of them as such, nor will Client use them, or permit them to be used, as the basis to set a transaction price. EY assumes no responsibility to any buyer or seller to negotiate a purchase or sale at the value set forth in the Deliverables.
- EY's Deliverables are based on facts of which EY is aware, estimates, assumptions and other information derived from its research, knowledge of the industry and meetings with Client or Client's advisors. EY will state EY's information sources and the basis of EY's estimates and assumptions in any written Report. All such estimates and assumptions are inherently subject to uncertainty and variation depending upon future events, which cannot be accurately foreseen. EY's estimates will in any event be based on general economic conditions as they exist on the date of the analysis and will not contemplate the potential for any sudden or sharp rise or decline in those conditions. EY makes no representation, and gives no assurance, that any estimates or results can or will be achieved. Actual results may vary materially from the estimates presented.

- EY will not, in connection with the performance of the Services or otherwise, (i) act as a broker for the sale of any securities, (ii) solicit any potential buyer or seller (including Client) to engage in any transaction, or (iii) act as a negotiator of a transaction.
- Notwithstanding the restrictions on disclosure set forth in the Agreement, Client may incorporate the information, advice, recommendations or other content from EY's Reports provided to Client on a white paper/ unbranded basis into any memorandum, report, summary or compilation, whether oral or written, produced by Client or on Client's behalf ("Client Documents") and provide such Client Documents to third parties without EY's further consent or obtaining an access letter from such third parties, provided that Client (a) assumes sole responsibility for all such Client Documents as if they had been prepared solely by Client and (b) does not name or refer to EY in connection with, or otherwise associate EY, any other EY Entity or any personnel thereof directly or indirectly with any such Client Documents.
- In providing the Services, EY also will utilize and rely on data and information from third party sources (including publicly-available information). The Services are advisory in nature. None of the Services or any Reports will constitute any legal opinion or legal advice.
- The U.S. Department of Labor (DOL) regulations, at 20 CFR § 655.734(a)(1)(ii)(A), require the posting of notice of a Labor Condition Application (LCA) in instances where individuals holding certain visas (e.g., H-1B) will be working onsite. Where applicable, EY and the Client will work together to develop an appropriate notice to enable compliance with this requirement.

AGREED:

CareerSource Florida

By: Adrienne Johnston

Date: 07/17/2023

Ernst & Young LLP

By: *C. Dawn Woods*

Date: July 17, 2023

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 FloridaCommerce 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 FloridaCommerce 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.

C. Dawn Woods

Principal *

(Signature and Title of Authorized Representative)

Ernst & Young, LLP

July 17, 2023

Contractor

Date

210 E. College Ave.

(Street)

Tallahassee, FL 32301

(City, State, ZIP Code)

We are not aware of any contract terminations that would be relevant to, or would have a material impact on, the ability of the firm to perform under this Agreement. We do not disclose rare instances where EY client engagements have been terminated for reasons other than normal course expiration or termination.

**** 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 FloridaCommerce, 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

DIVISION OF FINANCE AND ADMINISTRATION BUREAU OF FINANCIAL MANAGEMENT		FG-OGM-84
TITLE:	Guidance on Use of Funds for the Purchase of Outreach/Informational Items	
RESPONSIBLE OFFICE:	Division of Finance and Administration, Bureau of Financial Management	
EFFECTIVE:	May 23, 2014 (revised July 22, 2014)	
REVISED:	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 FloridaCommerce. 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 FloridaCommerce. 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 FloridaCommerce at 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

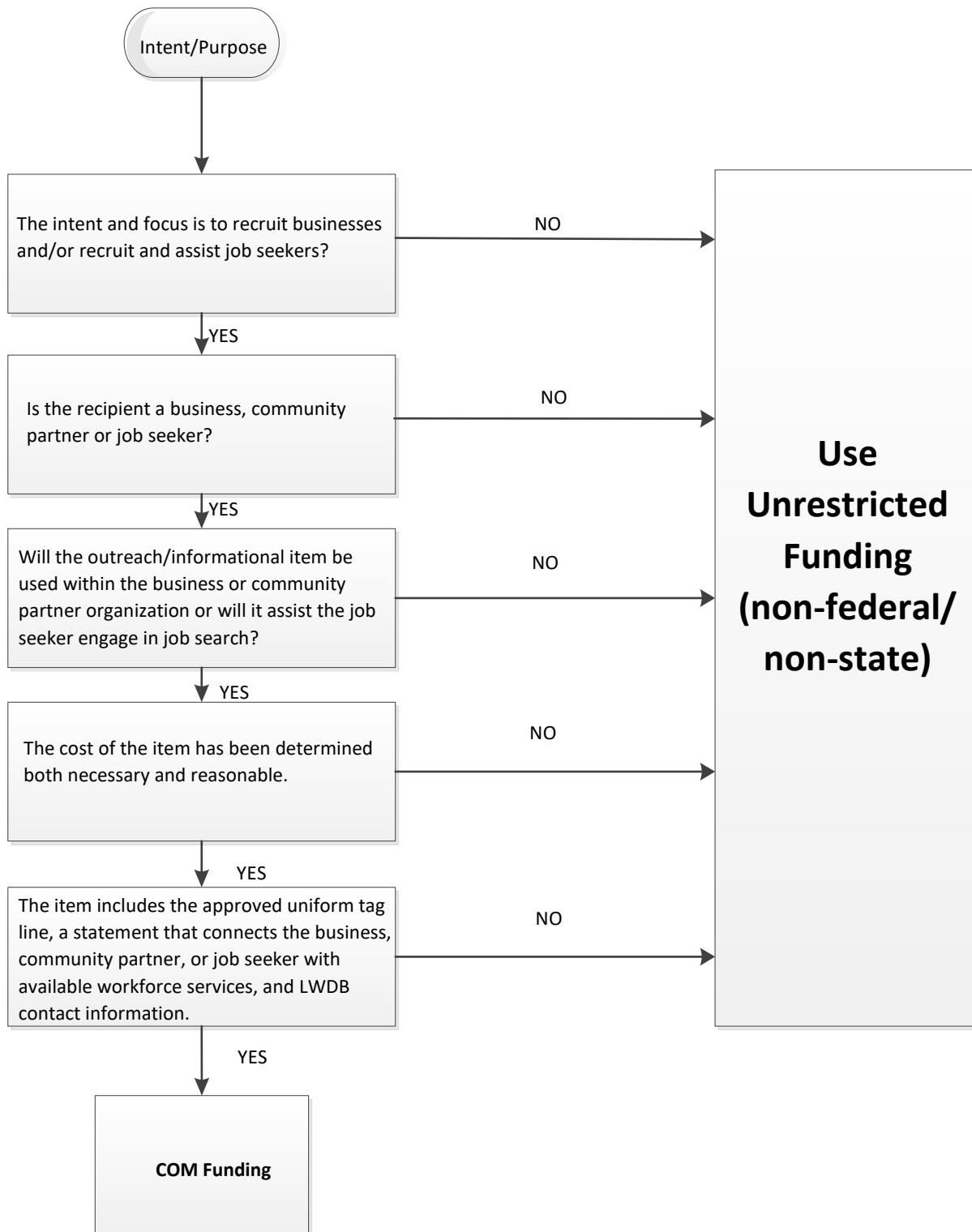
Attachment I
Grant Allowability for Purchases of Outreach/Informational Items

Program Title	Allowable to Purchase Informational Items?
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



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 FloridaCommerce.
- (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.

C. Dawn Woods Principal

(Signature and Title of Authorized Representative)

Ernst & Young, LLP July 13, 2023

Contractor Date

210 E. College Ave

(Street)

Tallahassee, FL 32301

(City, State, ZIP Code)

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

Signature: *Adrienne Johnston*
Adrienne Johnston (Jul 17, 2023 15:15 EDT)

Email: ajohnston@careersourceflorida.com


EY_TANF_7-17-23 EY signed

Final Audit Report

2023-07-17

Created:	2023-07-17
By:	Violet Sharpe (vsharpe@careersourceflorida.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAATuhOs0sO_oS7Cl5hHIYcACxNxp53klVI

"EY_TANF_7-17-23 EY signed" History

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-  Signer ajohnston@careersourceflorida.com entered name at signing as Adrienne Johnston
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-  Document e-signed by Adrienne Johnston (ajohnston@careersourceflorida.com)
Signature Date: 2023-07-17 - 7:15:18 PM GMT - Time Source: server- IP address: 65.115.177.130
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