RENEWAL #3 TO SERVICE PROVIDER SUBAWARD AGREEMENT
BETWEEN
THE KAISER GROUP (DE), LLC AND WORKNET PINELLAS, INC.

THIS RENEWAL #3 is made and entered into as of the 30th day of June 2021, by and between WorkNet Pinellas, Inc. dba CareerSource Pinellas, a Florida not-for-profit corporation, hereinafter referred to as "CareerSource Pinellas," and The Kaiser Group (DE), LLC dba Dynamic Workforce Solutions, a Wisconsin Corporation, hereinafter referred to as "Service Provider" and renews the Subaward Agreement for One Stop Operator Services on November 1, 2018 (the "Agreement").

WITNESSETH:

WHEREAS, CareerSource Pinellas and Service Provider entered into the Agreement for the provision of One Stop Operator Services delivered between November 1, 2018 and June 30, 2019.

WHEREAS, Section 2 of the Agreement allows for three (3) additional one-year terms, in alignment with the fiscal year of CareerSource Pinellas, under the same terms and conditions authorizes written amendments thereto by mutual Agreement of the parties; and

NOW, THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

a. Exhibit A: Statement of Work, Exhibit B: Subaward Data and Exhibit C: Reporting Requirements, are hereby deleted in their entirety and replaced with the Exhibit A, Exhibit B and Exhibit C attached hereto.

b. Exhibit D: Budget attached hereto is added to the Agreement.

c. Section 6.p shall be added to the Agreement and state as follows: Stevens Amendment Notice: CareerSource Pinellas is funded entirely by federal grants. Accordingly, 100% of the cost will be financed with federal funding from the US Departments of Labor, Health and Human Services and Agriculture as part of awards totaling approximately $9,525,000.

d. Section 7(a) shall be deleted in its entirety and replaced with the following: In exchange for the Statement of Work attached hereto as Exhibit A, CareerSource Pinellas agrees to pay reimbursement for costs incurred up to $40,000 under the condition of an 8.5% administrative cost rate of Direct Costs and an agreed upon profit of $3,452, as outlined in Exhibit D – Budget.

e. Service Provider, Kaiser Group, Inc. dba Dynamic Workforce Solutions, a Wisconsin Corporation, changed its corporate identity to The Kaiser Group (DE), LLC, a Delaware limited liability company, dba Dynamic Workforce Solutions. All references to Service Provider shall now refer to The Kaiser Group (DE), LLC, a limited liability company, dba Dynamic Workforce Solutions.

Except as expressly amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the above date:

WorkNet Pinellas, Inc.

By: _____
Jennifer Brackney
Chief Executive Officer

The Kaiser Group (DE), LLC.

By: Paul G. Dunn
Paul G. Dunn
Chief Executive Officer

EXHIBIT A: STATEMENT OF WORK

Overview. The Service Provider shall provide the services required of a One-Stop Operator as defined in the USDOL final regulations; the USDOL's Training and Employment Guidance Letter (TEGL) 15-16, Competitive Selection of Service Providers, issued on January 17, 2017; and this statement of work.

For purposes of this Statement of Work, CareerSource Pinellas defines the basic role of a Service Provider as an entity that will coordinate the service delivery of participating one-stop partners and Service Providers within the Career Centers of CareerSource Pinellas.

II. **Description of Specific Services to be provided**. The following services shall be provided by the Service Provider. At a minimum, quarterly updates must be provided to the CareerSource Pinellas management team on each of these services.

1. **Maintain Linkages**. The Service Provider shall coordinate the establishment and assisting in maintenance of linkages between all mandatory one-stop partners designated by the CEO of CareerSource Pinellas. At a minimum, this requires the Service Provider to
    a. understand who is designated and defined as a partner by the CareerSource Pinellas CEO;
    b. gather each designated partners' contact information and a description of services provided that supports the one-stop system;
    c. identify how each partner wishes to receive referrals from other designated partners;
    d. maintain the contact information, services provided descriptive information and referral preferences in an up-to-date format;
    e. using the information collected, clearly describe each partner's role and responsibilities in the one-stop delivery system;
    f. following review and approval by CareerSource Pinellas, share that up-to-date contact information, services provided descriptive information, referral preferences and each partner's role and responsibilities with all designated partners and CareerSource at least quarterly and more frequently if changes are noted; and
    g. maintain an on-line portal that will allow the partners to easily post and access forms, processes, performance tracking, etc.

2. **Coordinate quarterly meetings**. The Service Provider shall schedule and coordinate quarterly meetings with all designated partners and CareerSource Pinellas. These meetings are intended to
    a. discuss and deliberate as a whole with no standing subcommittees.
    b. find ways to reach agreement and stay focused on common goals in spite of differing philosophy, focus, mission, and perceptions, which may sometimes come into conflict with one another.
    c. develop a common language among the designated one-stop partners and CareerSource Pinellas, as it is recognized that each has its own terminology, jargon, and acronyms.
    d. create strong feedback loops within the partners and CareerSource Pinellas so successes and issues are brought to light immediately and celebrated or resolved.
    e. discuss how to improve and maintain an effective and successful one-stop delivery system.

f. identify any misunderstandings, unreasonable expectations, myths, previous problems, current conflicts or other issues to be reported to the CareerSource Pinellas CEO.

g. discuss ways to ensure performance is tracked in accordance with the goals established by the USDOL, the State of Florida and the CareerSource Pinellas Board of Directors through submission to the CareerSource Pinellas CEO.

h. discuss opportunities as a group for performance improvement and collect data from each partner on challenges/roadblocks, successes and outcomes achieved.

3. **Memoranda of Understanding.** The Service Provider shall assist CareerSource Pinellas in the identification of appropriate clauses for all Memorandum of Understanding with all designated One-Stop partners as it relates to sharing of information, reporting of performance and tracking of customers. The Service Provider will establish a MOU database to easily track organizational involvement and expiration dates of the MOU. Monthly MOU reports will be generated and provided to CareerSource Pinellas. The database will be shared and accessible to CareerSource Center management staff.

4. **Universal Design.** The Service Provider shall assist CareerSource Pinellas to facilitate and encourage designated One-Stop partners to use the principles of universal design in their operations to ensure customer access. Universal design is defined as a seamless, customer-focused one-stop delivery system that integrates service delivery across all programs and enhances access to the programs' services. CareerSource Pinellas promotes accessibility for all job seekers to our career centers and program services and is fully compliant with accessibility requirements for individuals with disabilities within our centers. This includes, but is not limited to, ensuring assistive technology and materials are in place.

5. **Barriers to Employment.** The Service Provider shall assist CareerSource Pinellas with identifying practices that encourage the designated One-Stop partners to provide services to individuals with barriers to employment, including individuals with disabilities, who may require longer-term services, such as intensive employment, training, and education services.

6. **Strategic Plan.** The Service Provider shall assist CareerSource Pinellas in creating a strategic plan to integrate the intake, case management, and reporting of the One-Stop partners.

7. **Customer Satisfaction Initiatives.** The Service Provider shall manage, track and oversee CareerSource Pinellas' Customer Satisfaction initiatives through Survey Monkey. Utilizing CareerSource Pinellas' current job seeker survey initiatives, which include: Customer Service/Resource Room, Employability Skills and WTP Lab, the Service Provider will track weekly performance data by category and center. Monthly Customer Satisfaction Reports will be generated that identify overall levels of success summary details and comprehensive reports as well. Reports will be provided on an agreed upon schedule. Customer comments will be tracked to identify positive, negative and neutral comments. The Service Provider will be responsible for reviewing customer comments, identifying trend data and making continuous improvement recommendations to the CareerSource Pinellas management team.

8. **Timeline.** The Service Provider shall provide CareerSource Pinellas with a timeline for the initial term of One-Stop Operator activities and for each annual extension within 30 days of start for each respective term or any subsequent amendment. Prior approval will be sought and obtained where amendment is sufficient in scope or content.

9. **Customer Service Training.** The Service Provider shall conduct Customer Service training for CareerSource Pinellas staff in order to provide staff with the skills and tips to effectively deliver a high level of quality customer service. This customer service training will consist of two (2) types of customer service training, designed to ensure that all CareerSource Pinellas staff provide a high level of service to every customer, regardless of program or funding stream.

    a. Extreme Customer Service Training will consist of an online course, study guide and final test. This training would be administered to staff on an annual basis.

    b. Live Customer Service Training will be delivered to a small group of management staff and would encompass the concepts of concierge customer service and provide managers with tools and skills to continue to reinforce the training learned in the Extreme Customer Service online course.

EXHIBIT B: SUBAWARD DATA

(i)	Subrecipient Name	Kaiser Group, Inc. d/b/a Dynamic Workforce Solutions
(ii)	Subrecipient Unique Entity Identifier:	05-083-4357
(iii)	Federal Award Identification Number (FAIN)	WIOA Formula 2020: AA-34762-20-55-A-12 WIOA Formula 2021: AA-36313-21-55-A-12 RESEA 2020: UI-34490-20-60-A-12 SNAP 2020: 215-FL-412-Q-7503 TANF 2020: G-2101-FL-TANF Wagner Peyser 2020: ES-35337-20-55-A-12
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency	PY 2021/FY 2022
(v)	Name of Federal Awarding Agency	U.S. Department of Labor U.S. Department of Health and Human Services U.S Department of Agriculture
(vi)	Name of Pass-Through Entity	Florida Department of Economic Opportunity
(vii)	Contact Information for CareerSource Pinellas Authorizing Official	Jennifer Brackney, CEO 13805 58th Street N. Suite 2-140 Clearwater, FL 33760 jbrackney@careersourcepinellas.com
(viii)	Contact Information for Subrecipient Authorizing Official	Paul G. Dunn, CEO, The Kaiser Group (DE), LLC d/b/a Dynamic Workforce Solutions 237 South Street, Waukesha, WI 53186 pdunn@dwfs.us
(ix)	Subaward Period of Performance Start Date:	July 1, 2021
	Subaward Period of Performance End Date:	June 30, 2022
(x)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	$40,000
(xi)	Federal Award Project Description:	One-Stop Operator Services

EXHIBIT C: Reporting Requirements

Report Type	Report Description	Reporting Frequency
Linkage Maintenance	Partner list containing up-to-date contact information, description of services, referral preferences, one-stop role and responsibilities.	Quarterly minimum
Customer Satisfaction	Tracking of job seeker survey initiatives including Customer Service, Career Resource Center, Employability Skills and WTP Lab using Survey Monkey or other survey platforms, as determined.	Weekly tracking, monthly reporting

EXHIBIT D: Budget

2021/2022 Budget		
Revenue	40,000	
Salaries	24,221	
Fringe	4,736	
Program Supplies	520	
Travel	2,079	
Communications	269	
Total Direct Costs	31,825	
Adm at 8.5%	2,700	
Total Costs	34,524	
Agreed upon Profit	3,452	10.0%
DWI Products	2,023	
Total Contract	40,000	

WORKNET PINELLAS, INC. D/B/A CAREERSOURCE PINELLAS
SERVICE PROVIDER SUBAWARD AGREEMENT
ONE STOP OPERATOR SERVICES

THIS SUBAWARD AGREEMENT is entered into as of the 1st day of November, 2018, by and between **Kaiser Group, Inc. d/b/a Dynamic Workforce Solutions**, a Wisconsin Corporation (hereinafter the "Service Provider"), whose address is 237 South Street, Waukesha, WI 53186, and **WORKNET PINELLAS, INC., d/b/a CareerSource Pinellas,** a Florida not-for-profit corporation, whose principal office and address is 13805 58th St. N., Suite 2-140, Clearwater, FL 33760 (hereinafter "CAREERSOURCE PINELLAS").

RECITALS

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

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

WHEREAS, WIOA requires that CAREERSOURCE PINELLAS competitively procure an operator for the one-stop service delivery system to serve in this coordination role in the delivery of employment, education, training and support services by Required Partners and service providers;

WHEREAS, CAREERSOURCE PINELLAS issued a request for proposal RFP#18-0629 on July 3, 2018, for One Stop Operator Services;

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

WHEREAS, through the review process carried out by the Selection Committee, CAREERSOURCE PINELLAS determined that Service Provider submitted the proposal that best meets the needs of CAREERSOURCE PINELLAS and awarded the work for the One Stop Operator Services to Service Provider;

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

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

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

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

1. Recitals and Exhibits. The foregoing recitals are true and correct and are hereby incorporated in *haec verba*. All exhibits attached to this Agreement contain additional terms of this Agreement and are hereby incorporated in *haec verba*.

2. Term. The term of this Agreement ("Term") shall commence on the 1st day of November, 2018 and the initial term shall end on June 30, 2019, unless extended or earlier terminated as provided for herein. The Agreement may be renewed for three (3) additional, one-year terms in alignment with the fiscal year of CAREERSOURCE PINELLAS under the same terms and conditions and in the sole discretion of CAREERSOURCE PINELLAS upon mutual agreement.

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

a. To provide and perform the One Stop Operator Services as set forth in Exhibit A, and incorporated herein by reference; and,

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

4. Service Delivery Standards.

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

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

c. *Background Screening*. Service Provider agrees its employees will submit to background screening, criminal record checks, and credit checks as statutorily required, or as requested by CAREERSOURCE PINELLAS, including local, state, and federal checks (minimum of FDLE level 1). Copies of background screenings to be released to CAREERSOURCE PINELLAS no later than November 30, 2018 and will be provided annually, upon renewal of contract.

5. Performance

a. Service Provider represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in this Agreement, and to provide and perform such services to CAREERSOURCE PINELLAS' satisfaction for the agreed compensation.

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

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

6. Compliance Requirements.

a. *Federal and State Program Compliance.* Service Provider agrees to perform the Statement of Work as described herein in accordance with the Workforce Investment Act (29 USC §2732, Public Law 105-220), as amended by the Workforce Innovation and Opportunity Act (Public Law 113-128) and Florida Statutes Chapter 445, and their respective implementing regulations as may be promulgated and amended from time to time (the "*Program Requirements*"), and other legal and regulatory standards, as applicable.

b. *Compliance with CAREERSOURCE PINELLAS Policies*. Service Provider agrees to comply with the terms of all policies and procedures of CAREERSOURCE PINELLAS which may be promulgated from time to time, including policies related to conduct, records, reporting and other procedures related to the orderly conduct of CAREERSOURCE PINELLAS' business.

c. *Non Discrimination.* As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the Service Provider assures that it will

fully comply with the nondiscrimination and equal opportunity provisions of the following laws:

i. Section 188 of the Workforce Opportunities and Innovation Act of 2014 (WIOA), 29 U.S.C. 2938(a)(3) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and, for beneficiaries only, on the basis of citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;
ii. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 20000d et seq., which prohibits discrimination on the bases of race, color and national origin;
iii. Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination against qualified individuals with disabilities;
iv. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age;
v. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs; and
vi. The American with Disabilities Act of 1990, P.L. 101-336, which 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, requires reasonable accommodation for persons with disabilities.
vii. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination of the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;
viii. Equal Employment Opportunity whereby Service Provider agrees that it shall not discriminate as to race, sex, color, creed, handicap, national origin, or other protected class in the selection, operations conducted, or performance related to the Statement of Work. Service Provider shall comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

d. *Employment Eligibility Requirements*. Employment of unauthorized aliens by Service Provider is considered a violation of the Immigration and Nationality Act. Service Provider shall use the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all persons, including subcontractors, employed by Service Provider to perform work pursuant to this Agreement. Service Provider shall be responsible for including the provisions of this paragraph in any contract with, and requiring compliance by, any and all subcontractors performing any part of the Statement of Work under this Agreement.

e. *Trafficking Victims Protection Act of 2000(2 CFR 175.15(b))*. During the term of the Agreement, Service Provider, and its employees, may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of Statement of Work.

f. *Conflict of Interest*. Service Provider acknowledges and certifies that it does not have any conflicts of interest regarding this Agreement or the Statement of Work contemplated herein. Service Provider further acknowledges and certifies that it does not now have, and shall not enter into, a direct or indirect ownership or controlling interest in, or a direct or indirect affiliation or relationship with CAREERSOURCE PINELLAS, or any of the members of its Board of Directors.

g. *Registrations and Licenses*. Service Provider agrees to maintain all registrations and licenses required by the State in which services are performed and shall comply with applicable federal and state laws; be and remain duly licensed by the State of Florida to provide services as contemplated herein without restrictions; comply with and be otherwise controlled and governed by the ethics and standards of care of the profession and industry in which Service Provider shall, from time to time, provide services hereunder. Service Provider further agrees to provide proof of insurance, licensure (occupational, professional, and driving when applicable) and evidence of credentials upon request, and to notify CAREERSOURCE PINELLAS immediately upon any change in insurance or licensure.

h. *Debarment and Suspension (Executive Orders 12549 and 12689)*. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

i. *Hatch Act*. None of the funds or services under this agreement provided by Federal Departments, the Governor or CAREERSOURCE PINELLAS to the Service Provider shall be used for any non-partisan or partisan political activity or to further the election or the defeat of any candidates for public office within the constraints of the Hatch Act (5 USC section 1501) and the Federal Election Campaign Act, as amended (2 USC section 431).

j. *Drug-Free Workplace*. The Service Provider will, or will continue to, provide a drug-free workplace in accordance with P.L. 100-690, Title V, Subtitle D; 41 USC 701-707.

k. *Lobbying.* The Service Provider shall comply with the provision of the Lobbying requirements, as stipulated under 216.347, FS, 29 CFR 93.100

l. *Code of Conduct*. The Service Provider agrees to abide by CAREERSOURCE PINELLAS' Code of Conduct or with its own Organizational Code of Conduct so long as it meets the minimum standard set forth within CAREERSOURCE PINELLAS' Code of Conduct. It is the Service Provider's responsibility to request and secure a copy of the Code of Conduct.

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

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

o. Failure to comply with any of the provisions of this paragraph 5 shall be deemed a material breach of this Agreement.

7. Payment.

a. *Rate*. In exchange for the Statement of Work contemplated herein, CAREERSOURCE PINELLAS agrees to pay Service Provider $34,166.64 for the term of this Agreement in monthly payments of $4,270.83. In the event of commencement or termination of this agreement at a time other than the beginning or end of a month, the amount due for such partial month shall be prorated in proportion to the number of days this agreement is in effect during such partial month to the number of days in that calendar month.

b. *Invoicing*. Service Provider agrees to provide to CAREERSOURCE PINELLAS, on or before the 10th of the month, an invoice for the prior month's services performed under

this Agreement; failure to provide a timely invoice could result in Service Provider's forfeiting payment. Payment shall be made on a monthly basis in the normal business cycle after invoice and documentation of completed work is received and approved by CAREERSOURCE PINELLAS.

c. *Limitations on Payments*. CAREERSOURCE PINELLAS shall not pay the Service Provider for services unless the services invoiced were actually performed. The Rate is all inclusive and, unless otherwise authorized in advance by CAREERSOURCE PINELLAS, no additional payments will be made for expenses incurred or supplies used by Service Provider in providing services under this Agreement. The costs of services paid for under any other agreement or from any other source is not eligible for reimbursement or payment under this Agreement. CAREERSOURCE PINELLAS has the right to offset any sums owed by Service Provider to CAREERSOURCE PINELLAS from payments under this Agreement. Any payments due under the terms of this Agreement may be withheld until all records or reports due from Service Provider have been received and approved. Service Provider agrees to return to CAREERSOURCE PINELLAS, upon written demand, any overpayments due to unearned payments or disallowed payments. Upon Termination, CAREERSOURCE PINELLAS shall pay only for services properly documented and rendered prior to the date of Termination.

8. Financial Accountability and Grant Administration.

a. *Financial Management.* Service Provider shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements.

b. *Limitations on Expenditures*. Service Provider shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date, or following the earlier of the expiration or termination of this Agreement. CAREERSOURCE PINELLAS shall only reimburse Service Provider for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the Statement of Work detailed in Exhibit A (ii) documented by contracts or other evidence of liability consistent with established CAREERSOURCE PINELLAS and Service Provider procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

c. *Improper Payments*. Any item of expenditure by Service Provider under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of CAREERSOURCE PINELLAS, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of

Service Provider, shall become Service Provider's liability, to be paid by Service Provider from funds other than those provided by CAREERSOURCE PINELLAS under this Agreement or any other agreements between CAREERSOURCE PINELLAS and Service Provider. This provision shall survive the expiration or termination of this Agreement.

d. *Audited Financial Statements*. In any fiscal year in which Service Provider expends $750,000 or more in federal awards during such fiscal year, including awards received as a subrecipient, Service Provider must comply with the federal audit requirements contained in the Uniform Guidance, [45 CFR Part 75], including the preparation of an audit by an independent Certified Public Accountant in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and with Generally Accepted Accounting Principles.[1] If Service Provider expends less than $750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by CAREERSOURCE PINELLAS and appropriate officials of the Federal Awarding Agency, the U.S. Government Accountability Office and the Comptroller General of the United States, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. Service Provider shall provide CAREERSOURCE PINELLAS with a copy of Service Provider's most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of Service Provider's most recently ended fiscal year.

e. *Audit resolution*. Service Provider agrees to be subject to audit resolution procedures established by CAREERSOURCE PINELLAS, the State of Florida, or the Federal Government and to cooperate with CAREERSOURCE PINELLAS in the event resolution cannot be achieved at CAREERSOURCE PINELLAS' level.

f. *Closeout.* Final payment request(s) under this Agreement must be received by CAREERSOURCE PINELLAS no later than thirty (30) days from the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by CAREERSOURCE PINELLAS after this date without authorization from CAREERSOURCE PINELLAS. In consideration of the execution of this Agreement by CAREERSOURCE PINELLAS, Service Provider agrees that acceptance of final payment from CAREERSOURCE PINELLAS will constitute an agreement by Service Provider to release and forever discharge CAREERSOURCE PINELLAS, its agents, employees, representatives, affiliates, successors and assigns from any

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

9. Recordkeeping.

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

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

c. *Public Records Law; Sunshine Law*. Service Provider agrees to comply with public records and open meeting requirements as applicable, and as may be required by Florida Public Records Law and Florida Sunshine Law.

i. In furtherance of this provision, Service Provider is required to:

1. keep and maintain public records required by CAREERSOURCE PINELLAS to perform the Scope of Service;

2. upon request from CAREERSOURCE PINELLAS' custodian of public records, provide CAREERSOURCE PINELLAS with a copy of the requested

records or allow the records to be inspected or copied within a reasonable time at a reasonable place 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 Term and following completion of the Agreement if Service Provider does not transfer the records to CAREERSOURCE PINELLAS;

4. upon completion of the Agreement, transfer, at no cost, to CAREERSOURCE PINELLAS all public records in possession of Service Provider or keep and maintain public records required by CAREERSOURCE PINELLAS to perform the service. If Service Provider transfers all public records to CAREERSOURCE PINELLAS upon completion of the Agreement, Service Provider shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Service Provider keeps and maintains public records upon completion of the Agreement, Service Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CAREERSOURCE PINELLAS, upon request from CAREERSOURCE PINELLAS' custodian of public records, in a format that is compatible with the information technology systems of CAREERSOURCE PINELLAS.

ii. IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 727-608-2554 and 13805 58th St. N., Suite 2-140, Clearwater, FL 33760.

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

10. Reporting, Auditing and Monitoring. Service Provider will be subject to fiscal, administrative, and performance auditing and monitoring on a periodic basis to ensure contractual compliance, fiscal accountability, performance and compliance with applicable state

and federal laws and regulations. The Service Provider agrees to provide CAREERSOURCE PINELLAS, or its designee, unqualified access to all Records and/or other documentation developed pursuant to this Agreement. The Service Provider further agrees to furnish to CAREERSOURCE PINELLAS, upon request, whatever information and documentation that is necessary to effect CAREERSOURCE PINELLAS' monitoring of activities under this Agreement.

11. Independent Contractor. It is understood that Service Provider is an independent contractor and not an agent or employee of CAREERSOURCE PINELLAS for any purpose including, but not limited to, federal tax and other state and federal law purposes. Service Provider assumes responsibility for payment of all federal, state and local taxes imposed or required of Service Provider under unemployment insurance, Social Security and income tax laws. Service Provider shall be solely responsible for any worker's compensation insurance required by law and shall provide CAREERSOURCE PINELLAS with proof of insurance upon request. The parties agree that CAREERSOURCE PINELLAS shall not: (a) pay dues, licenses or membership fees for Service Provider; (b) require attendance by Service Provider, except as otherwise specified herein; (c) control the method, manner or means of performing Services under this Agreement, except as otherwise specified herein; or (d) restrict or prevent Service Provider from working for any other party. Neither party has the right or the power to enter into any contract or commitment on behalf of the other party, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by the Party or executing contracts binding upon the other Party.

12. Indemnification and Insurance.

a. Service Provider shall indemnify and save harmless CAREERSOURCE PINELLAS, its directors, officers, employees, volunteers, donors, clients, grantee agencies and affiliates from any liability or damages CAREERSOURCE PINELLAS may suffer as a result of claims, demands, costs or injuries sustained by CAREERSOURCE PINELLAS as a result of any negligent act or willful misconduct by the Service Provider of the services provided hereunder. Service Provider further agrees to pay interest at the highest percentage rate per year allowable by law on any necessary expenses or costs incurred by CAREERSOURCE PINELLAS in the enforcement of this provision.

b. Service Provider shall maintain the following minimum scope and limits of insurance:

i. Comprehensive general liability insurance including but not limited to coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability, with a combined single limit of $1,000,000 per occurrence, with an aggregate liability per occurrence of $2,000,000. Such insurance must be primary, non-contributory, and must waive subrogation. Such insurance shall

also name CAREERSOURCE PINELLAS, its officers, directors, employees, agents and representatives, as additional insured for liability arising from Service Provider's operation.

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

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

iv. Workers Compensation as required by applicable state law.

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

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

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

13. Designated Representative. The Designated Representative for CAREERSOURCE PINELLAS for this Agreement is Jennifer Brackney. Service Provider will address all questions regarding this Agreement or Statement of Work to the Designated Representative. The Designated Representative for the Service Provider for this Agreement is Paul G. Dunn, CEO DWFS. If the Designated Representative for either party changes to someone other than the person named herein, written notification of the change shall be given to the other party in accordance with the Notice provision of this Agreement.

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

CareerSource Pinellas:	Jennifer Brackney CEO CareerSource Pinellas 13805 58th St. N., Suite 2-140 Clearwater, Florida 33760
Service Provider:	Paul G. Dunn CEO Kaiser Group, Inc. d/b/a Dynamic Workforce Solutions Address 237 South Street, Waukesha, WI 53186 pdunn@dwfs.us 202-641-7452

15. Entire Agreement; Incorporate of Documents. This Agreement supersedes any prior understandings or agreements between the parties; there are no other agreements between the parties concerning this subject matter except as set forth herein; and there are no representations, warranties, or oral agreements other than those expressly set forth herein. This Agreement incorporates all rules, regulations, handbooks, manuals, policy statements, guidance or other notices issued pursuant to the Program Requirements identified in paragraph 5.a. of this Agreement.

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

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

18. Corporate Status; Change of Ownership.

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

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

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

20. Default. Neither party shall declare the other party in default of any provision of this Agreement without giving the other party at least five (5) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

21. Termination.

a. This Agreement may be terminated by either party with, or without, cause upon thirty (30) day's prior written notice.

b. This Agreement is subject to the availability of federal and state legislative funding for the purposes of the performance of the Statement of Work. In the event such legislative funding is revoked, becomes unavailable or is reduced, CAREERSOURCE

PINELLAS may terminate this Agreement upon no less than thirty (30) day notice in writing to the Service Provider.

c. If Service Provider knowingly employs unauthorized aliens, in violation of paragraph 6, such action shall be cause for unilateral cancellation of this Agreement and CAREERSOURCE PINELLAS may recover damages from Service Provider resulting from such cancellation. Further, CAREERSOURCE PINELLAS may unilaterally terminate this Agreement, without penalty, if Service Provider is determined to have violated a prohibition in paragraph 5 of this Agreement; or has an employee who is determined by CAREERSOURCE PINELLAS to have violated a prohibition in paragraph 6 of this Agreement through conduct that is either associated with performance of the Statement of Work or imputed to Service Provider using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by CAREERSOURCE PINELLAS.

d. In the event of a breach by the Service Provider, where the Service Provider fails to cure the breach within the time specified by CAREERSOURCE PINELLAS, then CAREERSOURCE PINELLAS may terminate this Agreement upon not less than seven (7) days' written notice to the Service Provider.

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

23. Parties Acknowledgement; Parties Bound. The Parties acknowledge that they have read this Agreement and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on its behalf by the authorized officer whose signature appears below under its name, to be effective as of the date written above.

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

25. Survivability. Any provision of this Agreement which obligates Service Provider to pay

an amount or perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that payment or performance is not within the Term, and the same shall survive.

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

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

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

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

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

31. Miscellaneous. Unless otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the parties, their successors, heirs and assigns. Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender. All captions herein contained are for convenience only and shall not be constructed to limit any provisions hereunder. Time shall be of the essence of this Agreement. All Parties agree to cooperate fully and to execute any supplementary documents and to take

any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and which are not inconsistent with its terms.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals effective on the day and year first above written.

WITNESS:

Signature

Helen A. Dunn

Print Name

SERVICE PROVIDER:

Paul G. Dunn
CEO
Kaiser Group, Inc.

WITNESS:

Luna Clarke

Signature

LUNA CLARKE

Print Name

CAREERSOURCE PINELLAS

Jennifer Brackney

Jennifer Brackney
CEO
WorkNet Pinellas, Inc., d/b/a CareerSource Pinellas

EXHIBIT A: STATEMENT OF WORK

Overview. The Service Provider shall provide the services required of a One-Stop Operator as defined in the USDOL final regulations; the USDOL's Training and Employment Guidance Letter (TEGL) 15-16, Competitive Selection of Service Providers, issued on January 17, 2017; and this statement of work.

For purposes of this Statement of Work, CareerSource Pinellas defines the basic role of a Service Provider as an entity that will coordinate the service delivery of participating one-stop partners and Service Providers within the Career Centers of CareerSource Pinellas.

II. **Description of Specific Services to be provided**. The following services shall be provided by the Service Provider. At a minimum, quarterly updates must be provided to the CareerSource Pinellas management team on each of these services.

1. **Maintain Linkages**. The Service Provider shall coordinate the establishment and assisting in maintenance of linkages between all mandatory one-stop partners designated by the CEO of CareerSource Pinellas. At a minimum, this requires the Service Provider to
    a. understand who is designated and defined as a partner by the CareerSource Pinellas CEO;
    b. gather each designated partners' contact information and a description of services provided that supports the one-stop system;
    c. identify how each partner wishes to receive referrals from other designated partners;
    d. maintain the contact information, services provided descriptive information and referral preferences in an up-to-date format;
    e. using the information collected, clearly describe each partner's role and responsibilities in the one-stop delivery system;
    f. following review and approval by CareerSource Pinellas, share that up-to-date contact information, services provided descriptive information, referral preferences and each partner's role and responsibilities with all designated partners and CareerSource at least quarterly and more frequently if changes are noted; and
    g. maintain an on-line portal that will allow the partners to easily post and access forms, processes, performance tracking, etc.

2. **Coordinate quarterly meetings**. The Service Provider shall schedule and coordinate quarterly meetings with all designated partners and CareerSource Pinellas. These meetings are intended to
    a. discuss and deliberate as a whole with no standing subcommittees.

b. find ways to reach agreement and stay focused on common goals in spite of differing philosophy, focus, mission, and perceptions, which may sometimes come into conflict with one another.
c. develop a common language among the designated one-stop partners and CareerSource Pinellas, as it is recognized that each has its own terminology, jargon, and acronyms.
d. create strong feedback loops within the partners and CareerSource Pinellas so successes and issues are brought to light immediately and celebrated or resolved.
e. discuss how to improve and maintain an effective and successful one-stop delivery system.
f. identify any misunderstandings, unreasonable expectations, myths, previous problems, current conflicts or other issues to be reported to the CareerSource Pinellas CEO.
g. discuss ways to ensure performance is tracked in accordance with the goals established by the USDOL, the State of Florida and the CareerSource Pinellas Board of Directors through submission to the CareerSource Pinellas CEO.
h. discuss opportunities as a group for performance improvement and collect data from each partner on challenges/roadblocks, successes and outcomes achieved.

3. **Memoranda of Understanding.** The Service Provider shall assist CareerSource Pinellas in the identification of appropriate clauses for all Memorandum of Understanding with all designated One-Stop partners as it relates to sharing of information, reporting of performance and tracking of customers. The Service Provider will establish a MOU database to easily track organizational involvement and expiration dates of the MOU. Monthly MOU reports will be generated and provided to CareerSource Pinellas. The database will be shared and accessible to CareerSource Center management staff.

4. **Universal Design.** The Service Provider shall assist CareerSource Pinellas to facilitate and encourage designated One-Stop partners to use the principles of universal design in their operations to ensure customer access. Universal design is defined as a seamless, customer-focused one-stop delivery system that integrates service delivery across all programs and enhances access to the programs' services. CareerSource Pinellas promotes accessibility for all job seekers to our career centers and program services, and is fully compliant with accessibility requirements for individuals with disabilities within our centers. This includes, but is not limited to, ensuring assistive technology and materials are in place.

5. **Barriers to Employment.** The Service Provider shall assist CareerSource Pinellas with identifying practices that encourage the designated One-Stop partners to provide services to individuals with barriers to employment, including individuals with disabilities, who may require longer-term services, such as intensive employment, training, and education services.

6. **Strategic Plan.** The Service Provider shall assist CareerSource Pinellas in creating a strategic plan to integrate the intake, case management, and reporting of the One-Stop partners.

7. **Customer Satisfaction Initiatives.** The Service Provider shall manage, track and oversee CareerSource Pinellas' Customer Satisfaction initiatives through Survey Monkey. Utilizing CareerSource Pinellas' current job seeker survey initiatives, which include: Customer Service/Resource Room, Employability Skills and WTP Lab, the Service Provider will track weekly performance data by category and center. Monthly Customer Satisfaction Reports will be generated that identify overall levels of success summary details and comprehensive reports as well. Reports will be provided on an agreed upon schedule. Customer comments will be tracked to identify positive, negative and neutral comments. The Service Provider will be responsible for reviewing customer comments, identifying trend data and making continuous improvement recommendations to the CareerSource Pinellas management team.

8. **Internal Monitoring.** The Service Provider shall assist CareerSource Pinellas by conducting internal programmatic monitoring twice annually, at the cost of $7,500. Utilizing the DEO Monitoring Tool, updated annually, the Service Provider will conduct internal monitoring for the following programs: Wagner-Peyser, job seeker, RESEA and employer, WIOA Adult and Dislocated Worker, Youth, Trade Adjustment Assistance (TAA), National Dislocated Worker (NWDG), CareerSource Florida (CSF) Grants, Welfare Transition Program (WTP), and SNAP Employment and Training Program, with the sample size as defined by CareerSource Pinellas.

   Timeline. The Service Provider shall provide CareerSource Pinellas with a timeline for the initial term of One-Stop Operator activities and for each annual extension within 30 days of start for each respective term or any subsequent amendment. Prior approval will be sought and obtained where amendment is sufficient in scope or content.

9. **Customer Service Training.** The Service Provider shall conduct Customer Service training for CareerSource Pinellas staff in order to provide staff with the skills and tips to effectively deliver a high level of quality customer service. This customer service training will consist of two (2) types of customer service training, designed to ensure that all CareerSource Pinellas staff provide a high level of service to every customer, regardless of program or funding stream.
   a. Extreme Customer Service Training will consist of an online course, study guide and final test. This training would be administered to staff on an annual basis.
   b. Live Customer Service Training will be delivered to a small group of management staff and would encompass the concepts of concierge customer service and provide managers with tools and skills to continue to reinforce the training learned in the Extreme Customer Service online course.

EXHIBIT B: SUBAWARD DATA

(i)	Subrecipient Name	Kaiser Group, Inc. d/b/a Dynamic Workforce Solutions
(ii)	Subrecipient Unique Entity Identifier:	05-083-4357
(iii)	Contact Information for Subrecipient Authorizing Official:	Paul G. Dunn CEO Kaiser Group, Inc. d/b/a Dynamic Workforce Solutions
(iv)	Funding source	Indirect cost
(v)	Subaward Period of Performance Start Date:	November 1, 2018
	Subaward Period of Performance End Date:	June 30, 2019 with option to renew
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	$34,166.64 for the initial contract term
(vii)	Federal Award Project Description:	One-Stop Operator Services
(viii)	Name of Pass-Through Entity:	WorkNet Pinellas, Inc. d/b/a CareerSource Pinellas
(ix)	Contact Information for Pass-Through Entity Authorizing Official:	Jennifer Brackney CEO 13805 58th St. N., Suite 2-140 Clearwater, FL 33760

EXHIBIT C: Reporting Requirements

Report Type	Report Description	Reporting Frequency
Linkage Maintenance	Partner list containing up-to-date contact information, description of services, referral preferences, one-stop role and responsibilities.	Quarterly minimum
Customer Satisfaction	Tracking of job seeker survey initiatives including Customer Service. Resource Room, Employability Skills and WTP Lab using Survey Monkey.	Weekly tracking, monthly reporting
Internal Monitoring	Internal monitoring of Wagner-Peyser, job seeker, RESEA and employer, WIOA Adult and Dislocated Worker, Youth, Trade Adjustment Assistance (TAA), National Dislocated Worker (NDWG), CareerSource Florida (SCF) Grants, Welfare Transition Program (WTP) and SNAP Employment and Training program.	Bi-annually