

VENDOR CONTRACT BETWEEN
CAREERSOURCE HEARTLAND
AND
SOUTH FLORIDA STATE COLLEGE
FOR
SOFT SKILLS TRAINING

THIS CONTRACT is entered into between CareerSource Heartland, hereinafter referred to as CSH, with administrative offices at 5901 US Hwy. 27 S, Suite 1, Sebring, Florida, 33870, and South Florida State College with offices at 600 West College Drive, Avon Park, FL 33825, hereinafter referred to as the "Contractor" or "SFSC," to provide soft skills workshops to eligible youth, adults, and dislocated workers as authorized under Title III of the Workforce Innovation and Opportunity Act (WIOA - Public Law 113-128) and any subsequent amendments.

CSH agrees to pay for contracted services according to the Agreement of Payment, for an amount not to exceed eighty-eight thousand nine hundred fifty-five dollars and no cents (\$88,955), subject to the availability of funds. CSH is not obligated, under this Contract, to fully expend this amount. Payments will be made through grant funds from CareerSource Florida with CFDA numbers 17.258, 17.259, and 17.278. The federal award identification number is AA-322-18-55-A-12. Contractor acknowledges that the cost data submitted to CSH in support of this contract is accurate, complete, and current as of the date of execution of this contract.

This Contract begins on the latest date of signature and ends on August 31, 2020. CSH is not obligated to pay for costs incurred related to this contract prior to the begin date or after the end date. This contract, which incorporates Attachment 1, General Provisions, Attachment 2, Statement of Work, Attachment 3, Agreement for Payment, and Attachment 4, Original Grant Proposal.

By signing this contract, Contractor certifies compliance with the laws and regulations outlined in Attachment 1.

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed by their duly authorized undersigned officials.

SOUTH FLORIDA STATE COLLEGE


Dr. Thomas Leitzel
President

CAREERSOURCE HEARTLAND


Donna Doubleday
President/CEO

4-4-19
Date

4-10-19
Date

CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES

ATTACHMENT 1: GENERAL PROVISIONS

A. General Agreements

Contractor shall provide services and/or training within the contract period and in accordance with the Statement of Work and within the parameters of the Agreement for Payment.

B. Laws and Regulations

1. Contractor shall comply fully with non-discrimination and equal opportunity provisions of the following:
 - a. 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;
 - b. 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;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;
 - d. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age;
 - e. Section 188 of the Workforce Investment Act (WIA)/Workforce Innovation and Opportunity Act (WIOA), 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 participate in any WIA/WIOA Title I financially assisted program or activity;
 - f. 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.
 - g. The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities;
 - h. Executive Order (EO) 11246, Equal Employment Opportunity, as amended by EO 11375, and as supplemental in Department of Labor regulation 29 CFR parts 33 and 37, as well as 41 CFR part 60, and 45 CFR part 80 if applicable.

Signed Certification on file for items a-h.

2. When applicable, for contracts in excess of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.), Section 508 of the Clean Water Act as amended (33 USC 1368 et seq), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractor shall report any violation of the above to CSH.
3. 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 (Public Law 94-163, 42 U.S.C. 6201).
4. As applicable, Contractor will comply with the:
 - a. Davis-Bacon Act as amended (40 U.S.C. 276a to a-7) and as supplemented by the Dept. of Labor (DOL) regulations 29 CFR Part 5;
 - b. Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874) as supplemented by DOL regulations 29 CFR Part 3; and
 - c. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR Part 5 regarding labor standards for federally assisted construction sub-agreements.
5. When applicable, if this Contract is in excess of \$100,000, Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93. Contractor must, prior to contract execution, complete the Certification Regarding Lobbying form. Signed Certification on file.
6. When applicable, as required by the regulation implementing EO 12549 and 12689, Debarment and Suspension, 29 CFR 98, the Contractor must not be presently nor previously within a three-year period preceding the effective date of the Contract, 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 GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs. Signed Certification on file.
7. Contractor is aware that federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or

substantially renovated through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

8. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and CSH 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, contracts, and cooperative agreements", and any implementing regulations issued by the awarding agency.
 9. As applicable, Contractor will comply with the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (42 USC 6962).
 10. The Pregnancy Discrimination Act (PDA) prohibits discrimination based on pregnancy regarding any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, such as leave and health insurance, and any other term or condition of employment;
 11. Title VII prohibiting discrimination against an individual because of gender, gender identity, including transgender status, sexual orientation, or connections to organizations or groups that are generally associated with people of a certain sex;
 12. When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part with Federal money, all Contractors receiving Federal funds shall clearly state: 1) the percentage of the total cost of the program or project which will be financed with Federal money; and 2) the dollar amount of Federal funds for the project or program.
 13. The Contractor agrees that it shall comply with 2 CFR Chapter I and Chapter II, Parts 200, 215, 220, 225, and 230, streamlining and superseding requirements from OMB circulars A-21, A-87, A-110, and A-122; Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. This Final Rule known as the Uniform Guidance (UG – Dec. 19, 2014).
 14. Conflict of Interest. Signed Certification on file.
- C. Termination for Cause and for Convenience
1. Termination Due to Lack of Funds: If for any reason funds to finance this contract are reduced, suspended or terminated, in whole or in part, funding for this contract may cease. CSH shall provide no less than thirty (30) business day's written notice of such termination.
 2. Termination for Breach: CSH may terminate this contract when it has determined that the Contractor has failed to provide any of the services specified herein in a timely or proper fashion, failed to perform in whole or in part, or has violated any stipulations of this contract. CSH will notify Contractor of such in writing. Depending on the situation and cause for the breach of contract, CSH may either unilaterally cancel the contract immediately or allow the Contractor ten (10) business days from receipt of notice in which to respond with a plan agreeable to CSH to correct said deficiencies. Upon failure of Contractor to respond within the appointed time or failure of Contractor to respond with appropriate plans, CSH will serve a termination notice that shall become effective within fifteen (15) business days after its issuance.
- In the event of such termination, CSH shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by CSH within forty-five (45) calendar days of termination date.
- Contractor shall provide CSH with written notice of any perceived breach and extend CareerSource Heartland ten (10) business days to cure any perceived breach under the contract.
3. Termination for Convenience: This contract may be terminated by either party for convenience when it is in their best interest. CSH may suspend this contract for the purpose of investigating irregularities under this contract. Any termination for convenience will be preceded by written notice setting forth the effective date of said termination. The termination shall be effective thirty (30) calendar days after the notice is issued unless a lesser time is mutually agreed upon by both parties. The Contractor has forty-five (45) calendar days after the effective date to bill for payment. Contractor shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension.

4. Other: Unearned payment under this contract may be suspended or contract terminated upon the refusal by Contractor to accept or comply with any additional conditions that may be imposed by the Federal Government, the State of Florida, the Governor, or CSH at any time.

The submittal of false information may be considered fraud and could result in the immediate termination of the contract.

5. Arbitration Clause: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

This contract shall be interpreted under the laws of the State of Florida.

6. Venue: The place for any hearing, arbitration, or other, shall be Highlands County, Florida.

ATTACHMENT 2: STATEMENT OF WORK

South Florida State College (SFSC) will implement the Soft Skills Accelerator program to bridge the gap between job applicant behaviors and employer expectations to accelerate the economic prosperity of Florida's Heartland by developing soft skills. The 5G™ and the 5GX™ Power Skills Certification programs will be the curricula used for this project. Individuals to be enrolled will have the opportunity to select the complete twenty-five (25) module 5G™ program or the nineteen (19) module 5GX™ program, whichever best suits their situation. Students successfully completing either the full 5G™ or 5GX™ program will receive a certificate of completion and a nationally-recognized credential. The curriculum may be customized to meet the needs of individual employers. Customized curricula will also include an assessment to verify skill attainment. Employed Worker Training participants will receive a certificate verifying the skills attained. Completion of this training will also result in enhanced employment opportunities for all participants. Based on the 5G™ Power Skills Certification program, SFSC will develop and implement a standalone two-credit course covering all twenty-five (25) modules of the 5G™ Power Skills curriculum, including an embedded seven-hour generic assessment of skills attained through participation. Students successfully completing the full 5G™ Power Skills Certification program will have the opportunity to earn two college credits at SFSC in addition to a certificate of completion and a nationally-recognized credential.

SFSC will coordinate service delivery with Indian River State College (IRSC) to ensure the full curriculum is available and provided to residents and businesses of Okeechobee County. A subcontract may be developed for this purpose. Subcontracts must be approved by CareerSource Heartland President/CEO prior to implementation.

Prior to program enrollment, SFSC will connect interested participants/businesses with CareerSource Heartland (CSH) for CSH's determination of Workforce Innovation and Opportunity Act (WIOA) program eligibility of participants. SFSC will advise CSH of participant workshop start dates and will provide to CSH timely verification of each participant's workshop completion. Additional workshops/participants may be authorized as mutually agreed upon by both parties, up to the contract value.

Priority for participation in workshops will be given to those individuals who are unemployed or underemployed and seeking employment or better employment.

CSH will determine participants' eligibility and will utilize a mutually developed referral system to verify enrollment eligibility. CSH may refer eligible individuals/businesses to SFSC for full or customized program enrollment.

CSH will determine WIOA eligibility of participants and will complete all participant data entry into the Employ Florida system.

The details and budget of the Soft Skills Accelerator grant proposal submitted to CareerSource Florida (2018-19 Strategic Initiative Funding Opportunity) is included by reference.

Details

- CSH will determine participant/business eligibility for these classes. Potential candidates may be referred for eligibility determination by any interested party.
- SFSC will enroll a minimum of sixty-five (65) eligible individuals in training based on the 5G™ and 5GX™ Power Skills curricula. A minimum of forty-five (45) participants will be enrolled in either the full twenty-five (25) module 5G™ program or the full nineteen (19) module 5GX™ program, based on the individual's choice. The remaining twenty (20) individuals, or more as grant funds allow, may be enrolled in any of the options available, including a class customized to meet the specific needs of a local employer. Customized class options must be approved in advance by CSH. These numbers include both SFSC and Okeechobee/IRSC participants.
- The budget of this contract is the budget outlined in the Soft Skills Accelerator grant proposal. Allowable items include certification training of instructors, initial curriculum outfitting, initial and ongoing advertising, participant tuition, and indirect costs.
- SFSC will track participant enrollment, completion, and certificate/credential attainment, and will provide copies of this information to CSH. CSH will enter required data into the state required system and will maintain participant files.
- SFSC will submit to CSH a monthly invoice along with documentation verifying costs incurred by line item, as outlined in the proposal budget.

ATTACHMENT 3: AGREEMENT FOR PAYMENT

Invoicing for Cost Reimbursement

To receive reimbursement for program services performed under this Contract, SFSC must submit a cost reimbursement invoice packet to CSH outlining negotiated and allowable costs. Invoice may be submitted monthly. Invoice packet must include actual invoice as well as documentation verifying each item invoiced during the billing time period.

Documentation of costs must be maintained for monitoring and for auditing by CSH or any State and/or Federal agencies.

Cost reimbursement invoices are generally paid by CSH no later than two (2) weeks from the date of receipt. CSH cannot provide advance payments. SFSC must be able to meet instructors' payroll until reimbursement is received by CSH.

Once a cost reimbursement invoice is received by CSH, the Finance Department will review the invoice, checking expenditures against the contract and reviewing supporting documentation for mathematical accuracy and allowability. CSH considers required documentation as the following:

- Original and completed invoice, payroll ledgers and supporting documentation, reflecting all assessed fees. Supporting explanations and/or calculations must be included to sufficiently verify ledger entries and to reconcile ledger line items to corresponding line items on the Invoice. All costs billed must be incurred and paid.

From: Malone, Fay <Fay.Malone@deo.myflorida.com>
Sent: Wednesday, February 6, 2019 3:29 PM
To: Donna Doubleday <ddoubleday@careersourceheartland.com>
Subject: FW: CareerSource Heartland (LWDB 19) Request for Related Party Contract Approval

See approval below.

From: Mary Lazor [<mailto:mlazor@careersourceflorida.com>]
Sent: Wednesday, February 06, 2019 3:21 PM
To: Workforce Contract Review <WorkforceContract.Review@deo.myflorida.com>
Cc: Malone, Fay <Fay.Malone@deo.myflorida.com>; Davis, Warren (LWDB) <wdavis@careersourceflorida.com>
Subject: CareerSource Heartland (LWDB 19) Request for Related Party Contract Approval

On behalf of CareerSource Florida, we have reviewed and approved the attached Related Party Contract information for CareerSource Heartland (LWDB 19). We appreciate the thorough documentation provided to assist with this review and approval.

Thank you,

Mary

Mary B. Lazor
Vice President
Strategic Policy & Performance
CareerSource Florida
p (850) 684-5586
c (850) 408-1637
careersourceflorida.com

From: Workforce Contract Review <WorkforceContract.Review@deo.myflorida.com>
Sent: Tuesday, February 5, 2019 12:29 PM
To: Mary Lazor <mlazor@careersourceflorida.com>; Warren Davis <wdavis@careersourceflorida.com>
Cc: Doubleday, Donna <ddoubleday@careersourceheartland.com>; Michelle Dennard <mdennard@careersourceflorida.com>; Andrew Collins <acollins@careersourceflorida.com>; Hatch, Taylor <Taylor.Hatch@deo.myflorida.com>; Salem, Shila <shila.salem@deo.myflorida.com>; Herndon, John M. <John.Herndon@deo.myflorida.com>; Hutchison, Janice <Janice.Hutchison@deo.myflorida.com>; Castano, Maureen <Maureen.Castano@deo.myflorida.com>
Subject: FW: CareerSource Heartland Request for Related Party Contract approval

Good afternoon Mary Lazor and Warren Davis,

Hope you are both doing well.

The Department of Economic Opportunity's Workforce Contract Review staff received contract submittals from Local Workforce Development Board # 19 on January 30, 2019.

The Department reviewed the documents provided to ensure compliance listed in paragraph III of CareerSource Florida's (CSF) Strategic Policy (2017.05.17.C.2), as amended. DEO has completed its review. Required criteria has been met.

This Related Party Contract is being forwarded to CareerSource Florida for their review and approval:

<u>Contracting Entity</u>	<u>Service Type</u>	<u>Amount</u>
1. South Florida State College	5G Power Skills	\$88,955

Thank you,

Fay Malone, FCCM
Senior Management Analyst II



Florida Department of Economic Opportunity
Division of Workforce Services/Contracts and Grants
www.floridajobs.org

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From: Donna Doubleday [<mailto:ddoubleday@careersourceheartland.com>]
Sent: Tuesday, January 29, 2019 4:48 PM
To: Workforce Contract Review <WorkforceContract.Review@deo.myflorida.com>
Subject: CareerSource Heartland Request for Related Party Contract approval

Good afternoon!

CareerSource Heartland requests approval of a related party contract with South Florida State College (SFSC), not to exceed \$88,955 to implement the 5G Power Skills training as outlined in our CareerSource Florida soft skills grant application, with implementation to include Indian River State College (IRSC) Okeechobee campus. This contract may include SFSC subcontracting a portion of these funds with IRSC to cover costs related to staff training and participant tuition fees.

Attached please find signed completed contract information and conflict of interest forms, the CSH Board voting summary, and a copy of the action item presented to the CSH board.

Thank you in advance for your consideration. Please let me know if additional information is needed.

Tnx
donna

Donna Doubleday

President/Chief Executive Officer

CareerSource Heartland

5901 US Hwy 27 South, Suite 1

Sebring, FL 33870

(863) 385-3672 Ext.1303



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Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

Date: 2/5/19

To: Mary Lazor and Warren Davis, CareerSource Florida, Inc.

From: Division of Workforce Services & Division of Finance and Administration

SUBJECT: Related Party Contract Review

1. The Department of Economic Opportunity's Workforce Contract Review staff received contract submittals from Local Workforce Development Board 19 on 1/30/19, for the contract listed below:

<u>Contracting Entity</u>	<u>Service Type</u>	<u>Amount</u>
• South Florida State College	5G Power Skills	\$88,955

2. The Department reviewed the documents provided to ensure compliance listed in paragraph III of CareerSource Florida's (CSF) Strategic Policy (2017.05.17.C.2), as amended.

- a. Board members/employees with a conflict of interest disclosed the interest yes
- b. Board members with a conflict of interest abstained from voting on the contract yes
- c. The contract(s)/extensions/renewals were approved by a 2/3 vote of the board yes
- d. The contract(s) meets 1 exemption listed under paragraph II, in the Strategic Policy yes

DEO has completed its review. Required criteria has been met.

Additional information: Donna Doubleday [mailto:ddoubleday@careersourceheartland.com]

3. Submitted by: Fay Malone, Senior Management Analyst II, Department of Economic Opportunity

cc: Michelle Dennard
Andrew Collins
Taylor N. Hatch
Shila Salem
John Herndon
Janice Hutchinson
Maureen Castano

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

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DISCLOSURE AND CERTIFICATION OF CONFLICT OF INTEREST IN A CONTRACT

I, Russ Brown a board member / an employee of the board (circle one) hereby disclose that:

I, myself / my employer / my business / my organization / OR "Other" (describe) Indian River State College (circle one or more) could benefit financially from the contract described below.

Local Workforce Development Board: 19

Contractor Name & Address: Indian River State College 3209 Virginia Ave. Ft. Pierce, FL 34981

Contractor Contact Phone Number: 866-792-4772

Description or Nature of Contract: Soft Skills Training Contracts

Description of Financial Benefit*: Not to exceed \$88,955

For purposes of the above contract the following disclosures are made:

The contractor's principals**/owners***: (check one)

have no relative who is a member of the board; OR have a relative who is a member of the board, whose name is: Russ Brown

The contractor's principals**/owners*** is is not (check one) a member of the board. If applicable, the principal's/owner's name is: _____

Russ Brown
Signature of Board Member/Employee

Russ Brown
Print Name

1-23-19
Date

* "Benefit financially from a contract" means the special private financial gain to a member, a special private financial gain to any principal which retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the member or the special private financial gain to any member's relatives or business associate or to a board employee and such benefit is not remote or speculative.

** "Principal" means an owner or high-level management employee with decision-making authority.
*** "Owner" means a person having any ownership interest in the contractor.

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS AND BOARD EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD'S VOTING TO APPROVE THE CONTRACT; BOARD MEMBERS WHO BENEFIT FINANCIALLY OR WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST ABSTAIN FROM THE VOTE, AND THE CONTRACT MUST BE APPROVED BY A TWO-THIRDS VOTE OF THE BOARD WHEN A QUORUM HAS BEEN ESTABLISHED. COMPLETION OF THIS FORM DOES NOT IN ANY WAY SUPERCEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, F.S. OR SECTION 101(f), WIOA.



CONTRACT INFORMATION FORM

This form is to seek approval of a contract valued at \$25,000 or more involving a conflict of interest of board members or employees. All requested information is required. Failure to provide complete information may result in disapproval of the contract.

I, David Royal, hereby certify the following information regarding a contract that was approved by a two-thirds (2/3) vote of a quorum of CareerSource Heartland (local board) and will be executed and implemented immediately after approval by CareerSource Florida.

Identification of all parties to the contract: Indian River State College - Russ Brown

Contractor Name & Address: Indian River State College 3209 Virginia Ave. Ft. Pierce, FL 34981

Contractor Contact Phone Number: 866-792-4772

Contract Number or Other Identifying Information, if any: Not yet assigned

Contract Term: Active upon signing through Sept. 30, 2019

Value of the Contract/Renewal/Extension: \$88,955 (not to exceed)

Description of goods and/or services to be procured: Soft Skills Training Contracts

Name of board member or employee whose conflict of interest required the board's approval of the contract by two-thirds (2/3) vote: Russ Brown

The nature of the conflicting interest in the contract: Employee of Indian River State College

The board member with the conflict of interest did not (check one) attend the meeting at which the board voted to approve the contract.

I further attest that the following is being provided with this form:

- A certified board membership roster listing all members on the board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting and for those in attendance, the affirmative and negative votes and abstentions for each member.
Consistent with the procedures outlined in section 112.3143, Florida Statutes, the dated and executed conflict of interest form that was submitted at or before the board meeting in which a voted related to the contract took place, for board member(s)/employee(s) who have any relationship with the contracting vendor (as defined in paragraph I(f) of the CSF contracting policy).

I certify that the information above is true and correct.

Signature of Board Chair / Vice Chair*

David B Royal
Print Name

1-23-19
Date

* Must be certified and attested to by the board's Chair or Vice Chair.



DISCLOSURE AND CERTIFICATION OF CONFLICT OF INTEREST IN A CONTRACT

I, Tom Leitzel, a board member / an employee of the board (circle one) hereby disclose that:

I, myself / my employer / my business / my organization / OR "Other" (describe) South Florida State College (circle one or more) could benefit financially from the contract described below:

Local Workforce Development Board: 19

Contractor Name & Address: South Florida State College 600 W. College Dr. Avon Park, FL 33825

Contractor Contact Phone Number: 863-453-1616

Description or Nature of Contract: Soft Skills Training Contracts

Description of Financial Benefit*: Not to exceed \$88,955

For purposes of the above contract the following disclosures are made:

The contractor's principals**/owners***: (check one)

have no relative who is a member of the board; OR
I have a relative who is a member of the board, whose name is: Tom Leitzel

The contractor's principals**/owners*** is I is not (check one) a member of the board. If applicable, the principal's/owner's name is:

[Handwritten Signature]

Thomas Leitzel

Signature of Board Member/Employee

Print Name

1-23-19

Date

* "Benefit financially from a contract" means the special private financial gain to a member, a special private financial gain to any principal which retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the member or the special private financial gain to any member's relatives or business associate or to a board employee and such benefit is not remote or speculative.

** "Principal" means an owner or high-level management employee with decision-making authority.

*** "Owner" means a person having any ownership interest in the contractor.

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS AND BOARD EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD'S VOTING TO APPROVE THE CONTRACT; BOARD MEMBERS WHO BENEFIT FINANCIALLY OR WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST ABSTAIN FROM THE VOTE, AND THE CONTRACT MUST BE APPROVED BY A TWO-THIRDS VOTE OF THE BOARD WHEN A QUORUM HAS BEEN ESTABLISHED. COMPLETION OF THIS FORM DOES NOT IN ANY WAY SUPERCEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, F.S. OR SECTION 101(f), WIOA.



CONTRACT INFORMATION FORM

This form is to seek approval of a contract valued at \$25,000 or more involving a conflict of interest of board members or employees. All requested information is required. Failure to provide complete information may result in disapproval of the contract.

I, David Royal, hereby certify the following information regarding a contract that was approved by a two-thirds (2/3) vote of a quorum of CareerSource Heartland (local board) and will be executed and implemented immediately after approval by CareerSource Florida.

Identification of all parties to the contract: South Florida State College

Contractor Name & Address: South Fl State College 600 W. College Dr. Aron Park FL 33825

Contractor Contact Phone Number: 863-453-6661

Contract Number or Other Identifying Information, if any: Not yet assigned

Contract Term: Active upon signing through Sept. 30, 2019

Value of the Contract/Renewal/Extension: \$ 88,955 (not to exceed)

Description of goods and/or services to be procured: Soft Skills Training Contracts

Name of board member or employee whose conflict of interest required the board's approval of the contract by two-thirds (2/3) vote: Tom Leitzel

The nature of the conflicting interest in the contract: Employee of South Florida State College

The board member with the conflict of interest did not (check one) attend the meeting at which the board voted to approve the contract.

I further attest that the following is being provided with this form:

- A certified board membership roster listing all members on the board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting and for those in attendance, the affirmative and negative votes and abstentions for each member.
Consistent with the procedures outlined in section 112.3143, Florida Statutes, the dated and executed conflict of interest form that was submitted at or before the board meeting in which a voted related to the contract took place, for board member(s)/employee(s) who have any relationship with the contracting vendor (as defined in paragraph 1(f) of the CSF contracting policy).

I certify that the information above is true and correct.

[Signature]
Signature of Board Chair / Vice Chair*

David B Royal
Print Name

1-23-19
Date

* Must be certified and attested to by the board's Chair or Vice Chair.

**Action Item:
Soft Skills Training Contracts**

Through CareerSource Florida's 2018-19 Strategic Initiatives Funding Opportunities, CareerSource Heartland (CSH) applied for a grant to support a Soft Skills Accelerator at South Florida State College (SFSC). CSH asked SFSC to coordinate with Indian River State College (IRSC) so the soft skills training would be available to Okeechobee residents also. Should the grant be received, CSH would enter into a related-party contract with SFSC, to include potential subcontract with IRSC for full implementation. Related-party contracts require 2/3 approval of the board, a quorum having been established.

The framework for the grant is the 5G Power Skills Certification curriculum - 25 one-hour workshops covering the top 25 issues identified by industry as concerns within the current workforce. Successful completers of the full course will earn two college credits, a certificate of completion, and a nationally recognized credential. The program can be also customized to meet the needs of local businesses. Employed Worker Training participants who successfully complete the customized program will receive a certificate verifying the skills they attained. The total funding amount requested is \$94,655.

Local companies repeatedly report having a difficult time finding suitable candidates to employ. The main disconnect between employer needs and candidate qualifications is often a lack of soft skills. In many cases, this has resulted in businesses having to turn down work opportunities due to a lack of employees.

We have been considering other options for addressing the soft skills need should this grant request not be funded. CSH has incentive funds which must be expended by September 30, 2019. Special approval would be required by DEO and CSF for CSH to provide stand-alone soft skills "training."

Because the lack of soft skills is negatively impacting our business community and hindering the economic potential of our region, CSH staff requests approval on the following actions:

Action(s) requested:

Consider approval of the following:

1. If the requested grant funding is approved, approve a contract with SFSC, in an amount not to exceed \$88,955 to implement the 5G Power Skills training as outlined in the original grant, with implementation to include IRSC Okeechobee campus. This contract may include SFSC subcontracting a portion of these funds with IRSC to cover costs related to staff training and participant tuition fees.
2. If the requested grant funding is not approved:
 - A. Approve a contract with SFSC, in an amount not to exceed \$88,955 to implement the 5G Power Skills training as outlined in the original grant, with inclusion of IRSC in Okeechobee if possible, contingent upon approval of special considerations by DEO and CSF, and the ability to expend the contracted amount by September 30, 2019.
 - B. If SFSC is unable to include IRSC in the 5G Power Skills component due to time constraints or other barriers, additionally approve a contract with IRSC in an amount not to exceed \$50,000 to implement a recognized soft skills curriculum of the college's choice, contingent upon approval of special considerations by DEO and CSF, and the ability to expend the contracted amount by September 30, 2019.

Note: *As these would be related-party contracts, Russ Brown, CSH Board member and IRSC Provost, and Tom Leitzel, CSH Board member and SFSC President, will abstain from voting on this action and sign conflict of interest forms.

**CSH Board approve contracting with South Florida State College
January 23, 2019 Board meeting**

	Approve	Dis-approve	Abstain	Absent - Did Not Vote
Brown, R			X	
Burns, M	X			
Cline, A	X			
Cundiff, K				X
Dow, M				X
Dunn, B	X			
Graham, D	X			
Exendine, J				X
Hernandez, V	X			
Hilton, L	X			
Irizarry, J	X			
Lambert, B	X			
Leitzel, T			X	X
Nielander, B	X			
Olson, W	X			
Ritter, G				X
Royal, D	Chair	did not vote		
Royce, R	X			
Samuels, D	X			
Sapp, S	X			
Swanson, S				X
Wilson, A	X			

VOTING SUMMARY	
Total Board Membership	22
Number of members representing quorum	12
Total number of members present/participating	16
Number of approving votes required, representing 2/3 of those present/participating.	11
Total approving votes received (does not include Board Chair)	14
Abstaining votes required	2
Abstaining votes received at meeting	1
Abstaining votes received* member absent did not vote	1
Total abstaining votes received	2

I certify this information to be correct and true.

Sharon H. Hensley 1-23-19
Signature of CSH Official Date

SUBRECIPIENT vs CONTRACTOR DETERMINATION CHECKLIST*

Reference Uniform Guidance § 200.330 (Sub-recipient and contractor determinations)

***To be completed for year one of a 3-year contract only**

SFSC

CareerSource Heartland Awarding Agency/Entity Name

§ 200.330 – Sub-recipient and Contractor Determinations

A non-Federal entity may concurrently receive Federal awards as a recipient, a sub-recipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. A pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a sub-recipient or a contractor. The Federal awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section.

a. Sub-recipient (formerly known as “Contractor”)

A sub-award is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the sub-recipient (see § 200.92 Sub-award). Characteristics which support the classification of the non-Federal entity as a sub-recipient include when the non-Federal entity:

		Yes	No
1	Determines who is eligible to receive what Federal assistance		X
2	Has its performance measured in relation to whether objectives of a Federal program were met		X
3	Has responsibility for programmatic decision-making		X
4	Is responsible for adherence to applicable Federal program requirements specified in the Federal award		X
5	In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity		X

b. Contractors (formerly known as “Vendor”)

A contract for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor (see § 200.22 Contract). Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the non-Federal entity receiving the Federal funds:

		Yes	No
1	Provides the goods and services within normal business operations	X	
2	Provides similar goods or services to many different purchasers	X	
3	Normally operates in a competitive environment	X	
4	Provides goods or services that are ancillary to the operation of the Federal program; and	X	
5	Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.	X	

In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a sub-recipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a sub-award or a procurement contract.

Classification of the above agency/entity has been determined to be: Sub-recipient Contractor

Prepared by: CSH Contract Manager Name/Signature

Date