

## Board Meeting

**Date:** December 14, 2017  
**Time:** 3.00 p.m.  
**Location:** 4440 Grand Blvd., New Port Richey, 34652  
**Dial in:** 1-800-750-4065      participant code: 7701 773#

## Board Agenda

### Action Items

Item 1 – Minutes from June 15, 2017 meeting ..... Pages 1-3  
Item 2 – ARC Contract ..... Pages 4-22  
Item 3 – Approval of Training Providers ..... Pages 23-25

### Information Item

Item 1 – CareerSource Pasco Hernando Performance Overview by DEO ..... Presentation  
Item 2 – Independent Financial Audit, Fiscal Year Ended June 30, 2017 ..... Presentation

Public Comments



**ACTION ITEM 1**  
**Approval of Minutes**

Draft minutes of the June 15, 2017 Board Meeting are presented for review. Any modifications should be requested prior to approval.

**Draft  
Board Meeting Minutes  
June 15, 2017**

**Board Members:**

*Present:* Rob Aguis, Timothy Beard, Sondra Cranford, Mark Earl, Patricia Keelean Lorri Kindberg, Dave Lambert, Nils Lenz, Cem Maier, Ken Minter, Joelle Neri, Lex Smith, Charles Snider, Seth Weightman, Bill Woodard

*Absent:* Mark Barry, Dana Cutlip, John Howell, James "JT" Thomas, Todd Vega

**Quorum Present? Yes**

**Others Present:**

PHWB Staff – Jerome Salatino, Brenda Gause, Ken Russ

**Proceedings:**

*Meeting called to order at 3.00 p.m. by Chair, Mark Earl*

**Action Item 1 – Approve minutes from March 16, 2017 meeting**

The Board reviewed the minutes from the March 16, 2017 meeting. With no comments or corrections, a motion was made to approve the minutes.

MOTION was made by Sondra Cranford and seconded by Timothy Beard to approve the minutes. Motion carried.

**Action Item 2 – Confirmation of Officers, Committee Chairs, and Executive Committee**

The Board reviewed the recommendation for Officers, Committee Chairs and members of the Executive Committee.

MOTION was made by Lorri Kindberg and Cem Maier to approve the Officers, Committee Chairs, and members of the Executive Committee. Motion carried.

**Action Item 3 – Approval of FY2017-2018 Meeting Schedule**

The Board reviewed the proposed meeting schedule.

MOTION was made by Sondra Cranford and seconded by Bill Woodward to approve the proposed meeting schedule. Motion carried.

**Action Item 4 – Approval of FY2017-2018 Budget**

The Board reviewed the FY2017-2018 Budget.

MOTION was made by Sondra Cranford and seconded by Lorri Kindbergh to approve the FY2017-2018 budget. Motion carried.



**Draft  
Board Meeting Minutes  
June 15, 2017  
Page 2**

**Information Item 1**

Jerome Salatino presented the Financial Summary Report YTD April 30, 2017 to the Board.

**Information Item 2**

Jerome Salatino presented the Monthly Management Report YTD April 2017 to the Board.

With no further business to conduct and no comments from the public, the meeting adjourned.



## **Action Item 2 – Approval of Contract Renewal**

### **BACKGROUND**

The Pasco Hernando Workforce Board (PHWB) under the Workforce Innovation Opportunity Act (WIOA) entered into a contract with the Arc of the Nature Coast on August 1, 2016 for services for individuals with disabilities. Those services contracted were outreach and education to employers on the advantages and benefits of hiring individuals with disabilities. The contract permitted two – 1 year renewals of the contract, upon Board approval. The ARC of the Nature Coast acts as an agency brokering for multiple agencies serving individuals with disabilities as they coordinate education and outreach efforts. Performance for these efforts is measured by individuals gaining employment. The budget set aside for the contract in 2016-17 was \$20,000. The budget for these activities in 2017-18 is \$16,000.

### **JUSTIFICATION/REASON**

CareerSource Pasco Hernando faces a challenge of reaching individuals with disabilities served by agencies addressing sight, hearing, developmental and mobility issues. However, WIOA required one-stop centers to serve the all job seekers. The Arc Nature Coast brokering efforts bring together four entities: The Arc, Lighthouse for the Visually Impaired & Blind, Deaf and Hard of Hearing Services of Florida and Sertoma Speech & Hearing Foundation. A single position is created by the Arc to outreach to employers and market both groups and individuals for employment. The position would only be partially funded by the funds of the agreement as other funding is being leveraged from United Way Pasco.

### **RECOMMENDATION**

Staff recommends, upon Board approval of sufficient threshold, entering into the first of two permitted renewals of the contract with The Arc Nature Coast in order to develop and execute a contract for outreach and education services. The total contract renewal amount will be \$16,000.

**Pasco-Hernando Workforce Board, Inc.(LWDB 16)  
2017-2018 The Arc Nature Coast, Inc.**

**CONTRACT FOR SERVICES**

This contract is entered into between **Pasco-Hernando Workforce Board, Inc. (PHWB)** with administrative offices located at 7361 Forest Oaks, Spring Hill, Florida 34606, and **The Arc Nature Coast, Inc. (ARC-NC-INC)** with administrative offices at 5283 Neff Lake Road, Brooksville, Florida 34601, hereinafter referred to as the **Contractor**, for the purpose of providing workforce development services as authorized by the Workforce Investment Act (WIA), Public Law 105-200, as amended by the Workforce Investment Opportunity Act (WIOA), Public Law 113-128, and Florida’s Workforce Innovation Act of 2000, F.S. Title XXXI, Chapter 445, and any subsequent amendments.

PHWB agrees to pay Contractor for contracted services according to the Agreement of Payment, an amount not to exceed **Sixteen Thousand (\$16,000)** subject to the availability of funds. The funding source of this contract is a federal grant with CFDA number as follows:

Program Name	CFDA Number
Workforce Innovation Opportunity Act	17.258

The Contractor acknowledges that the cost data submitted to PHWB in support of this contract is accurate, complete and current as of the date of execution of this contract. **ETA Salary Limitation Certification & Sworn Statement Pursuant To Public Law 109 149 Section 101 & OMB Circular A 133.** Contractor certifies Contractor is in compliance with Public Law 109 234, and that none of the funds appropriated in Public Law 109 149 or prior Acts under the heading “Employment and Training” that are available for expenditures on or after June 15, 2006 shall be used by a recipient or sub recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109 149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A 133.

This is the first of two allowable renewals of the contract with the option of two (2) contract renewal periods and will be effective on **July 1, 2017** and end on **June 30, 2018**. PHWB is not obligated to pay for costs incurred outside of the indicated contract period. This contract, which incorporates **Attachment 1, General Provisions; Attachment 2, Statement of Work; Attachment 3, Performance; Attachment 4, Agreement for Payment;** and all Exhibits and Evidences, contains all the terms and conditions agreed upon by both parties.

<p><b>Exhibits Required:*</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Exhibit A: Organizational Background</li> <li><input type="checkbox"/> Exhibit B: Administrative and Financial Capabilities</li> <li><input type="checkbox"/> Exhibit C: Drug Free Workplace Certification</li> <li><input type="checkbox"/> Exhibit D: Debarment and Suspension Certification</li> <li><input type="checkbox"/> Exhibit E: Lobbying Activities Form</li> <li><input type="checkbox"/> Exhibit F: Sworn Statement on Public Entity Crimes</li> <li><input type="checkbox"/> Exhibit G: Conflict of Interest</li> </ul>	<p><b>Evidences Required:*</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Liability Insurance/Self Insured</li> <li><input type="checkbox"/> Workers' Compensation Insurance</li> <li><input type="checkbox"/> Motor Vehicle Insurance</li> <li><input type="checkbox"/> Bonding Insurance</li> <li><input type="checkbox"/> Resumes of Key Staff</li> <li><input type="checkbox"/> Salary Cap Certification – new requirement</li> </ul>
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\*Exhibits are on file with PHWB. **Evidences noted are required to verify current coverage/compliance.**

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**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract and in signing, on the day and year as written below, thereby validating this Contract for the Fiscal Year 2017 – 2018. The parties also certify that each possesses legal authority to contractually bind their respective organizations in their capacity as a signatory official.

**The Arc Nature Coast, Inc.**

**Pasco Hernando Workforce Board, Inc.**

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Mark Barry, Executive Director

Jerome Salatino President/CEO

\_\_\_\_\_

\_\_\_\_\_

Date

Date

WITNESS

WITNESS

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Name

\_\_\_\_\_

Name

## EXHIBIT 1: GENERAL PROVISIONS

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### I. CONTRACTOR ASSURANCES

#### A. General Agreements

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

#### B. Laws and Regulations

1. The Contractor warrants that all its activities and those of its subcontractors under this contract shall be conducted in conformance with the Workforce Investment Act (WIA), Public Law 105-200, the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, and subsequent amendments and Florida's Workforce Innovation Act 2000, Chapter 2000-165, Laws of Florida, and any subsequent amendments; the Statement of Work and all other terms of this contract; all applicable Federal, State and local laws, regulations, directives, policies, and instructions as they pertain to this contract which are in effect at the inception of this contract or as may be promulgated or amended during its life; and other laws, ordinances, regulations, and licensing requirements including state and federal safety, health, and personal protective equipment requirements. When determining applicability, all programs and activities funded, or otherwise financially assisted, in whole or part, under WIA, WIOA and/or Florida's Workforce Innovation Act 2000, are considered to be programs and activities receiving federal financial assistance

2. Contractor shall comply with the Americans with Disabilities Act of 1990, Public Law 101-336 (29 CFR part 1630), which prohibits discrimination on the basis of disability 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.

3. Contractor shall comply fully with nondiscrimination and equal opportunity provisions of the following laws: Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, and as supplemented in Department of Labor regulation 29 CFR parts 33 and 37 as well as 41 CFR, part 60-1.3 and 45 CFR part 80 if applicable; Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C.2000d et seq.), which prohibits discrimination on the bases of race, color, and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C.794), which prohibits discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age; 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, and 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. The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

4. Contractor shall not employ unauthorized aliens, which is considered a violation of section 274A (e) of the Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this contract by PHWB.

5. The Contractor shall comply with all applicable standards, orders or regulations issued under section 306 of the Clean Air Act as amended (42 U.S.C. 7401-7671q), section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violations of the above to PHWB, who will in turn report the violations to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6. Contractor will comply with the Davis Bacon act as amended (40 U.S.C. 3141-3148) and as supplemented by Dept. of Labor (DOL) regulations 29 CFR Part 5, the Copeland Anti-Kickback Act (40 U.S.C. 3145) as supplemented by DOL regulations 29 CFR Part 3, and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by DOL regulations 29 CFR Part 5 regarding labor standards for federally assisted construction sub agreements, as applicable.

7. 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).

8. Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. ETA Salary Limitation Certification and Sworn Statement Pursuant To Public Law 109-149 Section 101 & OMB Circular A-133. Contractor certifies Contractor is in compliance with Public Law 109-234, and that none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditures on or after June 15, 2006 shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A -133 (codified at 2 CFR part 500).



10. Under 2 CFR 175 - Trafficking Victims Protection Act of 2000, the following language must be included in any contract with a private entity:

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

11. 38 U.S.C. 4215 and 20 CFR 1010- Veteran's Priority of Service Provisions: Contractor agrees to be governed by the priority of service requirements of 38 USC 4215 and 20 CFR Part 1010. Section 4215 of Title 38 requires that priority of service be provided to veterans and spouses of certain service members and veterans for the receipt of employment, training, and placement services. Agreement by a program operator to implement priority of service is a condition of receipt of DOL funds.

12. 2 CFR 2, subpart D- Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

13. Part C of P.L. 103-227- Environmental Tobacco Smoke. In accordance with Part C of P.L. 103-227, the "Pro-Children Act of 1994," smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal Programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

14. P.L. 103-333 §507- Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act will be American-made.

15. 2 CFR Appendix II to Part 200 (K)- See § 200.322 Procurement of recovered materials. "A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines."

16. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program(s) associated with this Contract.

### C. Audits and Monitoring

1. **Audits of Non -Profit, Governmental and Education Entities**  
If this award is made to a non -profit, governmental or institution of higher education, and if this Contractor receives \$500,000 or more in a fiscal year in federal financial assistance to operate a federal program, the Contractor shall adhere to the federal cost principles and audit requirements of OMB Circular A 133 (codified at 2 CFR Part 500) and other applicable OMB circulars.

#### 2. Audits of Commercial Organizations

If this award is made to a for -profit, commercial organization, and if this Contractor receives \$500,000 or more in a fiscal year in federal financial assistance to operate a federal program, the Contractor shall provide for either a) a program specific independent financial and compliance audit conducted and prepared in accordance with Generally Accepted Government Auditing Standards or b) an organization wide audit that includes coverage of this contract within its scope that is conducted in accordance with OMB Circular A 133 (codified at 2 CFR Part 500).

#### 3. Monitoring

Contractor shall provide any information for monitoring fiscal and program activities for compliance with this contract. Contractor will maintain documentation to verify completion of monitoring activities. The Contractor shall respond in writing to PHWB monitoring reports and requests for corrective action plans within ten (10) business days after the receipt of the monitoring report from PHWB.

#### 4. Reports

a) Contractors shall submit a copy of their independent audit report within thirty (30) calendar days after its receipt by the Contractor and not later than nine (9) months after the end date of this contract.

b) If an official audit or monitoring report identifies unacceptable accounting practices and/or records management, PHWB reserves the right to withhold any or all reimbursement from the Contractor until such time as the accounting practices and/or records management are improved to the satisfaction of PHWB.

### D. Record Keeping

Contractor shall be responsible for maintaining all financial records, statistical records, property records, customer records, supporting documentation, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years from the date of the final payment of this contract, or until all audits are complete and findings on all claims have finally been resolved, whichever is longer.

The Contractor will cooperate with PHWB to facilitate the duplication and/or transfer of any said records or documents during the required retention period. If the Contractor is unable to retain the records for the required period, the Contractor will notify PHWB in writing and request instructions. Contractor shall not dispose of any records without the prior written consent of the PHWB CEO or designee.

### E. Access to Records

1. At any time during normal business hours and as often as PHWB, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Office of Civil Rights, Office of Workforce Program Development or their designated representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all such financial, applicant, or customers' books, documents, papers, letters, records (including computer records), or other data/materials prepared or received by the Contractor relating to matters covered by this contract. This availability shall be for the examination, audit, or for the making of excerpts or copies of such records for the purpose of auditing and monitoring program activities and determining compliance with all applicable rules and regulations, and the provisions of this contract. The above

referenced records shall be made available at the Contractor's expense, at reasonable locations as determined by PHWB.

2. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119 of the Florida Statutes and made or received by the Contractor in conjunction with this contract unless covered by confidentiality rules. Denial of this access shall be grounds for immediate unilateral cancellation of this contract by PHWB.

#### **F. Confidentiality**

Contractor shall not disclose any information concerning an individual customer, either job seeker or employer, for any purpose except upon receipt of a written request and upon written consent of the customer, or in the case of a minor, a responsible parent or guardian. Information may be made available to other One-Stop Career Center partners to affect the appropriate delivery of services to the customer.

#### **G. Internal Financial Control**

1. Contractor shall be responsible for implementing procedures and internal financial controls governing the management and utilization of the funds provided hereunder. Contractor shall maintain its books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by PHWB under this contract.

2. Contractor shall track costs in sufficient detail to determine compliance with applicable laws and regulations and to ensure that the funds have not been unlawfully spent. All expenditures must be in accordance with the applicable OMB Cost Principles.

3. Contractor shall maintain separate accounting records for funds received and expended under this contract.

4. Contractor is subject to the cost principles at OMB Circular A-122 (codified at 2 CFR part 230).

#### **H. Invoices and Contract Close out**

All invoices and the contract close out report shall be submitted to PHWB, 7361 Forest Oaks Blvd., Spring Hill, Florida, 34606, including, but not limited to:

Invoice: Contractor shall submit to PHWB a monthly invoice that is in sufficient detail for a proper pre- and post- audit thereof. This Invoice and any back up documentation of paid costs shall be submitted as specified herein. Monthly invoices will be submitted by the tenth (10) working day of the following month.

Services and/or training paid in full or in part under any other contract or from any other source are not eligible for payment under this contract.

PHWB reserves the right to refuse to reimburse the Contractor for any invoice not submitted within thirty (30) calendar days after contract termination.

#### **I. Disallowed Costs/Return of Funds**

1. Contractor shall return to PHWB any overpayment due to unearned funds pursuant to the terms of this contract that were disbursed to the Contractor by PHWB or funds which are disallowed in the final resolution of an audit report. Contractor shall repay such amounts from funds other than funds received under this contract. PHWB may withhold funds from future invoices pending resolution of disallowed costs.

2. Refunds or credits from training institutions or other vendors for costs that have been reimbursed by PHWB shall be returned to PHWB within ten (10) business days of being received by the Contractor or shall be accounted for in the following invoice with a reduction equal to the refund or credit.

3. Should repayment not be made in a timely manner, PHWB may charge interest of one (1) percent per month compounded on the outstanding balance forty (40) calendar days after the date of notification.

#### **J. Insurance**

Contractor shall deliver to PHWB, prior to the commencement of this contract, satisfactory evidence that the following insurance coverage, as appropriate, are in force and will not be canceled without thirty (30) calendar day's written notice to PHWB. PHWB may withhold payments or terminate this contract if the Contractor fails to maintain or provide evidence of current insurance.

1. Liability Insurance: Contractor agrees to obtain a standard liability insurance policy in the single limit amount of \$1,000,000 and will provide general liability insurance in the amount of \$100,000 per person and \$200,000 per occurrence with an endorsement naming PHWB as additional insured, unless Contractor is self insured. If Contractor is self insured, Contractor must be able to provide the same coverage and must submit proper documentation to PHWB as evidence of such.

2. Workers' Compensation: To the extent that the state Workers' Compensation law is applicable, Contractor must provide Workers' Compensation coverage to all employees paid directly under this contract. Where employees covered under this contract are not covered under a state Workers' Compensation law, then the Contractor shall provide insurance coverage for injuries suffered by employees. Income maintenance coverage is not required.

3. Bonding: Contractor shall carry an Employee Fidelity Bond on every officer, director, agent, or employee authorized to receive or deposit these funds or issue financial documents, checks, or other instruments of payment of program costs. Bond shall be in the amount of \$100,000 or the total amount of this contract, whichever is less. The bond shall be effective prior to any contract payment and for at least three (3) months after this contract terminates.

#### **K. Purchasing**

All purchasing of goods and services must be in compliance with PHWB procurement guidelines or Contractor's procurement policy, if the Contractor's policy is approved in advance. Records must be maintained to document procurement efforts to comply with this requirement.

#### **L. Equipment**

The use of contract funds to purchase equipment, as defined by OMB Circular A-110 (as codified in 2 CFR 215), is prohibited without prior written approval of PHWB.

#### **M. Use of Supplies**

Any consumable supplies purchased under this contract or provided by PHWB for use in delivering the services under this contract shall be used exclusively for program purposes unless another use agreement has been made part of this contract.

#### **N. Copyrights, Patent Rights and Rights to Data**

PHWB reserves royalty-free, exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use a) the copyright in any work or materials developed under this contract; and b) any rights of copyright to which the Contractor purchased ownership with funds provided under this contract.

PHWB shall have exclusive, nontransferable, irrevocable, paid up license to any patentable discovery or invention that arises or is developed under this contract. PHWB shall have unlimited rights to any data first produced or delivered under this contract.

Notwithstanding the forgoing, PHWB shall not obtain ownership or unlimited rights in any previously developed proprietary or confidential information or software of the Contractor, or restricted third party information or software, utilized by the Contractor in the performance of this contract.

#### **O. Assignment and Subcontracts**

Contractor shall not subcontract, assign, or transfer any rights or responsibilities under this contract or any portion thereof without the prior written approval of the PHWB CEO, unless otherwise authorized by this contract. The Contractor shall submit a written subcontract to PHWB for approval prior to its execution. Including the names of potential subcontractors, in a response to a request for proposal, does not relieve the Contractor from obtaining this written approval.

PHWB reserves the right to reject the subcontracting of certain services or training and the use of particular subcontractors.

In no case shall such approval from PHWB relieve the Contractor from its obligation under this contract, or change the terms of this contract. The Contractor shall ensure that all applicable provisions of this contract are binding upon all approved subcontractors. It is understood that PHWB shall not be liable to any subcontractor(s) for any expense or liabilities incurred under the subcontract.

**P. Conflict of Interest**

1. No Contractor or subcontractor representative, serving on the PHWB Board of Directors or any of its committees, shall discuss or cast a vote on the provision of services and/or training by the Contractor or its subcontractor(s), or any matter which would provide, or give the appearance of providing, financial benefit to the Contractor, or influence or attempt to influence any other member of the PHWB Board, or its committees, on decisions benefiting the Contractor.

2. No Contractor representative will solicit or accept money or any other consideration from a third party for the provision of goods or services funded in whole or in part under this contract.

**Q. Public Announcements and Advertising**

Contractor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

**R. Indemnification**

1. The Contractor agrees to be liable for, defend and indemnify PHWB and all of PHWB's officers, agents, or employees against all claims, losses, suits, judgments, or damages, including the cost of administrative proceedings, court costs and attorney's fees, arising out of any acts, actions, negligence or omissions by the Contractor, and its agents, subcontractors, or employees, during the performance of this contract. Where the Contractor and PHWB commit joint negligent acts or omissions, the Contractor shall not be liable for nor have the obligation to defend PHWB with respect to that part of the joint negligent act or omission committed by PHWB. In no event shall the Contractor be liable for or have any obligation to defend PHWB against such claims, suits, judgments, or damages, including costs and attorney's fees, arising out of the sole negligent or intentional acts or omissions of PHWB.

2. Paragraph Q.1. Shall not apply to any Contractor who is a state agency or subdivision, as defined in section 768.28, Florida Statutes. Any Contractor who is a state agency or subdivision agrees to be fully responsible for its negligent acts or omissions or tortuous acts that result in claims or suits against PHWB, and agrees to be liable for any damages proximately caused by said acts or omissions. In the event that PHWB suffers a loss or damages as a result of the Contractor's breach of this contract, or the Contractor's negligence in discharging its duties under this contract for which there is no adequate legal remedy available to PHWB, or there are insufficient funds from which the Contractor can fully compensate PHWB, the Contractor agrees to make a good faith effort to seek an appropriation from the legislature sufficient to fully reimburse PHWB for its loss resulting from such negligence or, breach of contract.

3. The Contractor's inability to evaluate liability, or its evaluation of liability, shall not excuse the Contractor's duty to defend and indemnify within seven (7) calendar days after such notice by PHWB is given by certified mail. Only adjudication or judgment after the highest appeal is exhausted specifically finding the Contractor not liable, shall excuse the performance of this provision. The failure of PHWB to notify the Contractor of a claim shall not release the Contractor of the above duty to defend.

4. The Contractor agrees that it is an independent Contractor of PHWB and not an agent or employee.

**S. Lobbying and Religious Activity**

The Contractor shall comply with the provisions of the Byrd Anti8-Lobbying Amendment (31 U.S.C 1352), 29 CFR part 93. When applicable, if this contract is in excess of \$100,000, the Contractor must, prior to contract execution, complete the Certification Regarding Lobbying Form.

No funds made available under this contract shall be used for 1) lobbying of federal, state or local legislatures to influence legislation or appropriations; or 2) to raise funds, or to promote, assist, or deter union organizing.

The employment or training of any customer in sectarian activities is prohibited. No customer shall be employed to carry out the construction, operation or maintenance of any part of any facility that is or will be used for sectarian instruction or as a place for religious worship.

**T. Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services, may not submit bids on leases of real property, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a PHWB contract for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

**U. Health and Safety**

Health and safety standards, including Child Labor Laws, established under state and federal law, otherwise applicable to working conditions of employees shall be applicable to working and training conditions of customers served under this contract. Where customers or employees covered under this contract are engaged in activities not covered under the Occupational Health and Safety Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety.

**V. Grievance and Complaint Procedures**

Contractor shall adhere to and comply with the PHWB grievance and complaint procedures that were promulgated by the Florida State Department of Labor and Employment Security, Office of Civil Rights. Contractor shall ensure that all customers served under this contract are properly informed of their rights and benefits, including the right to file a grievance or a complaint with PHWB.

**W. Sponsorship**

Contractor shall, in publicizing, advertising, or describing the training and/or services funded under this contract, state that the training and/or services are "sponsored by" CareerSource Pasco Hernando. If the reference is in written material, this shall appear in the same size font as the name of the Contractor and/or program.

**X. Knowledge of Terms of this Contract**

The Contractor shall take such actions as are necessary to ensure the knowledge and understanding of the terms of this contract by all staff of the Contractor and any subcontractor(s).

**Y. Incident Reporting**

Known or suspected incidents of fraud, program abuse or criminal conduct shall be reported to PHWB immediately.

To assure compliance with Chapter 415, Florida Statutes, an employee of the Contractor who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected or exploited, shall immediately report such knowledge or suspicion to the Central Abuse Registry and Tracking System of the Department of Children and Families on the statewide toll-free telephone number 1 (800) 96ABUSE.

The Contractor shall, in accordance with the client risk prevention system, report those reportable situations listed in HRSR 215-6 Paragraph 5, in the manner prescribed in HRSR 215-6.

**Z. Enforcement of Contract Provisions**

The failure of PHWB to strictly enforce any of the provisions of this contract, or to require strict performance by the Contractor of any provision herein, shall in no way be construed to be a waiver of such provisions or the validity of this contract or any part hereof, or waive the right of PHWB to thereafter enforce each and every provision herein.

**A. 1. Warranty**

The Contractor covenants and warrants:

1. It is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and otherwise in full compliance with all legal requirements of its domicile;
2. It is possessed of the legal authority and capacity to enter into and perform this contract;
3. It is duly authorized to operate and do business in the State of Florida; and,
4. It has no present interest nor shall it acquire any interest, which would conflict in any manner with its duties and obligations under his contract.

**II. MUTUAL ASSURANCES**

**A. Amendments, Modifications and Contract Extension**

1. PHWB reserves the authority to amend or modify this contract with written bilateral agreement of the Contractor. Reimbursements and the total dollar amount may be adjusted retroactively to reflect cost increases when these have been established through the appropriate process and subsequently identified in a modification to the Contractor's budget.
2. Mandatory changes in regulations, policies or law will be unilaterally amended by PHWB and will be effective upon the receipt by Contractor of a Contract Modification signed by the CEO of PHWB.

**B. Termination**

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. PHWB shall provide no less than thirty (30) business day's written notice of such termination.
2. Termination for Breach: PHWB 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. PHWB will notify Contractor of such in writing. Depending on the situation and cause for the breach of contract, PHWB 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 PHWB to correct said deficiencies. Upon failure of Contractor to respond within the appointed time or failure of Contractor to respond with appropriate plans, PHWB will serve a termination notice that shall become effective within fifteen (15) business days after its issuance.

In the event of such termination, PHWB shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by PHWB within forty five (45) calendar days of termination date.

Contractor shall give PHWB written notice of any perceived breach and it shall give PHWB 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. PHWB 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.

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 PHWB 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 otherwise, shall be determined by PHWB.

Attachment 2 – Statement of Work

## STATEMENT OF WORK

The Arc Nature Coast will provide the following services during the 2017/2018 contract year:

The Arc Nature Coast will act as a broker for agencies and organizations, hereinafter the Employment Consortium, which provide education and marketing activities in a consistent and professional manner resulting in increased employment opportunities for individuals with disabilities, as well as develop greater diversity in the workforce of participating employers. The Arc Nature Coast will utilize the Success Through Employment Program (STEP) to provide educational and outreach activities that will result in increased employment opportunities while maximizing new sustained placements for individuals with disabilities. This is a collaborative effort of The Arc Nature Coast with organizations serving individuals with disabilities including Deaf and Hard of Hearing Services, Lighthouse for the Visually Impaired and Blind, Vocational Rehabilitation, and Division of Blind Services.

An Employment Specialists and other staff from the Employment Consortium will conduct general education and marketing activities with employers in Hernando and Pasco counties and surrounding areas as a means of increasing employment opportunities for individuals with disabilities. The Arc Nature Coast recognizes that Job Coaches do not have the time or skill-set necessary to consistently provide general education and marketing to local employers on the value and benefits of diversifying a workforce by employing individuals with disabilities.

Education and marketing activities will include on-site presentations, business mentoring through a “business partnership network” of participating employers, topical workshops, speaker bureau activities, use of public service information opportunities, etc.

The Employment Specialist, in addition to providing general employer education and marketing activities, will undertake the referral of individuals, as well as referral receipt from and collaboration

with entities that are engaged in the task of employing persons with disabilities, including CareerSource Pasco Hernando, Vocational Rehabilitation, Abilities, The Harbor, Hernando and Pasco County Schools, Developmental Services, Med-Waiver Support Coordinators, etc.

### **BENCHMARKS**

The Arc Nature Coast will provide the PHWB documentation of outreach, education, and recruitment efforts, assistance with WIOA eligibility determination and enrollment for disabled customers, and demonstrate the quality of these activities by the sustained employment of individuals, either through Department of Vocational Rehabilitation funded programs or other programs available to the Employment Consortium.

As part of the contract deliverables, The Arc Nature Coast will develop and provide to PHWB a copy of the consortium agreement delineating the arrangement between these organizations and agencies.

For this contract, up to eight (8) benchmarks, each at \$2,000, are attainable.

Documentation for these benchmarks will be records showing, at minimum, 60 calendar days of employment as described above and enrollment into the WIOA Adult program showing assisted core and/or intensive services leading to employment. Additionally, a log of outreach, education, and recruitment efforts for the period of 60 days prior to the initial date of employment will be submitted as part of the documentation of effort. This log will include the efforts of The Arc Nature Coast's Employment Specialists and other staff that participate in outreach, education, and recruitment of employers.

A customer may be carried over between program years for credit of these benchmarks. A customer employed prior to July 1, 2017 but not stabilized until after July 15, 2017 may be counted toward the Ten (10) employment opportunities developed if proper notification and data collection procedures as defined below have been followed.

In order to accomplish these benchmarks as well as adhere to the time and eligibility standards of WIOA, the following procedures for identifying, enrolling, placement, and follow-up shall be utilized:

1. Upon the Employment Consortium's identification of a customer to participate in this contract, they will contact the assigned CareerSource Pasco Hernando WIOA counselor to arrange an intake session.
2. The CareerSource Pasco Hernando counselor will produce an intake file including all necessary identification, SSN verification, selective service registration (if applicable) and a statement from the Employment Consortium on the nature of the customer's disability.

Documentation must include:

- a. SSN Verification – Card, Letter from SSA or Pay stub
  - b. Photo Id
  - c. Proof of Selective Service Registration
  - d. Statement on Disability
  - e. Statement on individual income
3. Prior to employment –The Employment Consortium will notify the CareerSource Pasco Hernando counselor that employment is imminent and review eligibility documentation to ensure it is still relevant. The CareerSource Pasco Hernando counselor will then enroll the customer in the WIOA data collection system.
  4. Upon employment –The Employment Consortium will notify the CareerSource Pasco Hernando counselor by email that a placement has been made for the customer and provide the name, location, phone, contact person, hours, and wages relating to the



position to the CareerSource Pasco Hernando counselor. A copy of this email must be sent to the PHWB Operations Manager by The Arc Nature Coast.

5. After 60 calendar days of employment either through Department of Vocational Rehabilitation funded programs or other programs available to the Employment Consortium, The Arc Nature Coast will document the quality of the Employment Consortium's education efforts by completion and submission of an employment verification sheet documenting start date, employment 60 or more days from start of employment, and continued employment beyond the 60 days. The Employment Verification form will be faxed to the CareerSource Pasco Hernando counselor and a copy submitted with billing documentation.

Unless these steps are taken in a timely manner, payment for services will be in jeopardy.

**STATEMENT OF CONTRACTOR'S MAINTENANCE  
FINANCIAL RECORDS**

The following individual(s) and site(s) have been delegated signatory authority for the program's financial documents:

1. \_\_\_\_\_  
Typed Name of Individual  
  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
Telephone
  
2. \_\_\_\_\_  
Typed Name of Individual  
  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
Telephone
  
3. \_\_\_\_\_  
Typed Name of Individual  
  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
Telephone



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it, and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;
  - b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in 1b. above, of this certification; and
  - d. Have not, with a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
2. That if the prospective primary participant is unable to certify to any statements in this certification, such prospective primary participant shall attach an explanation to the proposal.

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Signature Date

**CERTIFICATION REGARDING LOBBYING**  
**Certification For Contracts, Grants, Loans and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and all sub recipients shall certify and disclose accordingly.

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

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Contractor Organization Program Title

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Name of Certifying Official Signature Date

**SWORN STATEMENT UNDER SECTION 287/133(3) (A),  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, being by me duly sworn, made the following statement:

1. The business address of the contractor is: \_\_\_\_\_
2. My relationship to the contractor is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president)
3. I understand a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjunction of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
5. I understand "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or a person or corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the contractor nor any affiliate of the contractor has been convicted of a public entity crime subsequent to July 1, 1993.

(Draw a line through paragraph 6 if paragraph 7 below applies)

7. There has been a conviction of a public entity crime by the contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the contractor who is active in the management of the contractor or an affiliate of the contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_. A copy of the order of the Division of Administrative Hearing is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn to and subscribed before me in the state and county first mentioned above on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, (affix seal) Notary Public \_\_\_\_\_, My Commission Expires

**CERTIFICATION REGARDING DRUG FREE WORKPLACE**

I, \_\_\_\_\_, \_\_\_\_\_, an authorized representative of the Contractor do hereby make the following certification with respect to the execution of responsibilities assigned to the Council by the Job Training Partnership Act, and the Drug Free Workplace Act of 1988. The Contractor will:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifically action that will be taken against employees for violation of such prohibition.
- b. Establish a drug free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The Contractor's policy of maintaining a drug free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Make it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) of this certification.
- d. Notify the employees in the statement required by paragraph (a) of this certification that, as a condition of employment under the grant, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the Contractor of any criminal drug statute conviction, for a violation occurring in the workplace, no later than five (5) days after such conviction.
- e. Notify the Council within ten (10) days after receiving notice under this subparagraph (d) (2), from an employee or otherwise receiving actual notice of such a conviction.
- f. Take one of the following actions, within 30 days of receiving notice under the subparagraph (d) (2) with respect to any employee who is so convicted:
  - 1. Take appropriate personnel action against such an employee, up to and including termination; or
  - 2. Require such employee to participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, Local health, law enforcement or other appropriate agency.
- g. Making a good faith effort to maintain a drug free workplace through implementation of paragraphs (a) through (f).

The contractor shall insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of performance shall include street address, city, state, zip code and county.

Contractor: \_\_\_\_\_

Certifying Official: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Action Item 3 – Training Provider Renewal

### BACKGROUND

The Pasco Hernando Workforce Board (PHWB) under the Workforce Innovation Opportunity Act (WIOA) must approve training providers where WIOA funds are used. Annually, the Board or its committees must review and approve those training providers that apply for renewal of their status as training providers.

In order for CareerSource customers to access training at these schools, the Board must approve their renewal as training providers.

Two additional training providers have reapplied after August 1, 2017.

Concorde Career Institute  
Marchman Technical

### JUSTIFICATION/REASON

The current training providers listed above have completed their application and submitted all information requested by the training provider reapplication. These providers are not facing sanctions, nor do they have excessive student loan defaults. Only the programs that meet the Region 16 Targeted Occupation List are recommended for approval.

### RECOMMENDATION:

The One-Stop Governance Committee recommends the approval of these two training providers and their proposed training programs to continue as providers for the 2017- 2018 program year.



## Training Providers Re-Applying for 2017-2018

<b>Applying Institution</b>	Concorde Career Institute	<b>Date</b>	08/08/2017
<b>Address</b>	4202 West Spruce Street Tampa, FL 33607		
<b>Telephone</b>	800-205-3935	<b>FEIN</b>	36-3607546
<b>Name of Submitter**</b>	Jason Erickson		
<b>Title</b>	Director of Financial Aid & Workforce Development Manager		
<b>Email</b>	jjerickson@concorde.edu		

<b>Applying Institution</b>	Marchman Technical College	<b>Date</b>	08/07/2017
<b>Address</b>	7825 Campus Drive, New Port Richey, FL 34653		
<b>Telephone</b>	727-774-1729	<b>FEIN</b>	27-1665194
<b>Name of Submitter**</b>	Ingrid Abernathy		
<b>Title</b>	Financial Aid Specialist		
<b>Email</b>	iabernat@pasco.k12.fl.us		

### Concorde Career Institute

Program	Total Cost	Meets Standards for TOL
Medical Assistant	\$16,590	Yes
Medical Office Administration	\$15,356	Yes
Dental Assistant	\$16,668	Yes
Respiratory Therapy	\$39,932	Yes
Surgical Technology	\$32,294	Yes
Nursing – AND	\$42,372	Yes

### Marchman Technical College

Program	Total Cost	Meets Standards for TOL
Automotive Collision Repair and Refinishing	\$5,186	Yes
Automotive Service Technology	\$6,320	
Air Conditioning, Refrigeration and Heating Technologies	\$4,845	
Commercial Art Technology	\$4,830	
Commercial Foods and Culinary Art	\$4,150	
Computer Systems and Information Technology	\$2,920	
Digital Cinema Production	\$3,739	
Electricity	\$4,409	
Patient Care Technician	\$3,027	

## FURTHER BACKGROUND

Prior to this request the Board or One Stop Operating Committee has approved the following providers for the 2017-18 program year.

Rasmussen College  
Pasco Hernando State College  
Ultimate Medical Academy  
Roadmaster Driver's School  
Keiser University  
A-1 Healthcare Academy  
Pinellas Technical College  
Tampa Truck Driving School  
Metropolitan Technical Career Institute  
LaSalle Computer Learning Center  
National Aviation Academy  
Galen College of Nursing  
Center for Technology Training  
Access Computer Training LLC  
BizTech Career Centers  
Pasco Medical Training  
AmSkills  
Suncoast Technical Education Center  
Career Tech, LLC



CareerSource Pasco Hernando Performance Overview  
Daniel Harper, *Department of Economic Opportunity*



December 14, 2017

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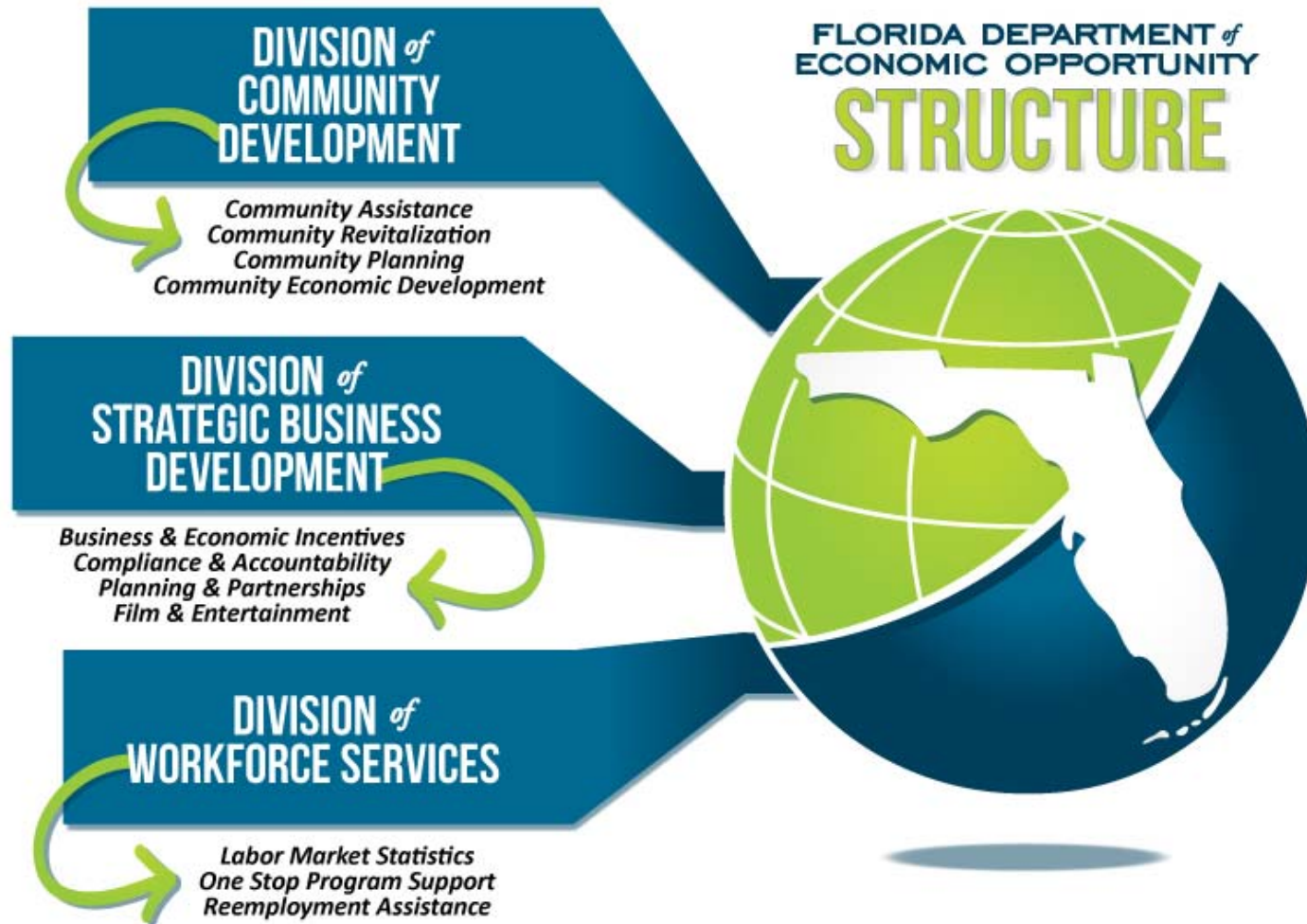


# AGENDA

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- Who We Are and Why We Are Here
- Workforce Structure and Service Delivery Model
- Financial and Participant Data Overview
- Program Year 2016 – 2017
  - Program Performance
- Programmatic Monitoring and Oversight

# WHO WE ARE





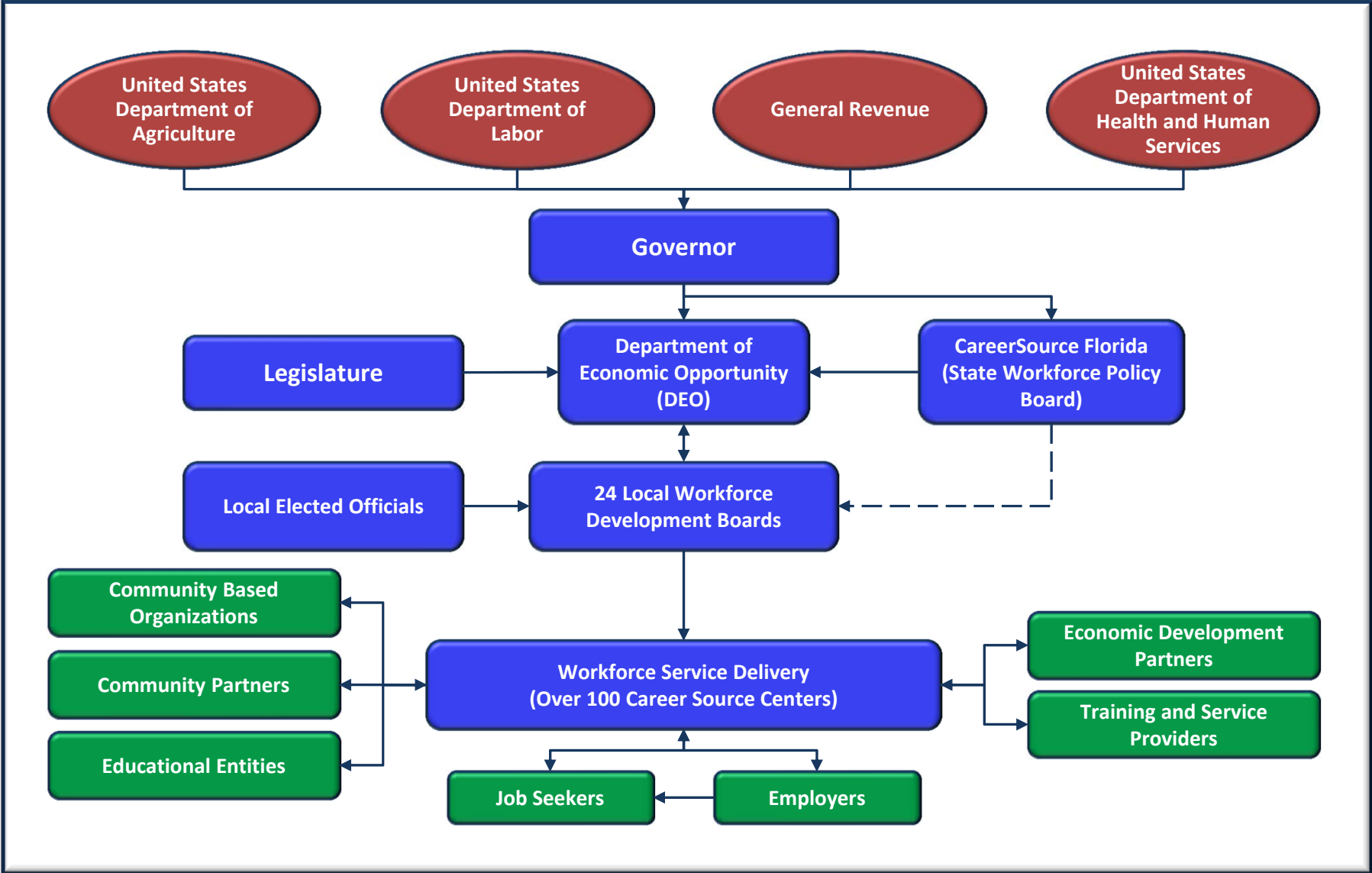
# WHY WE ARE HERE

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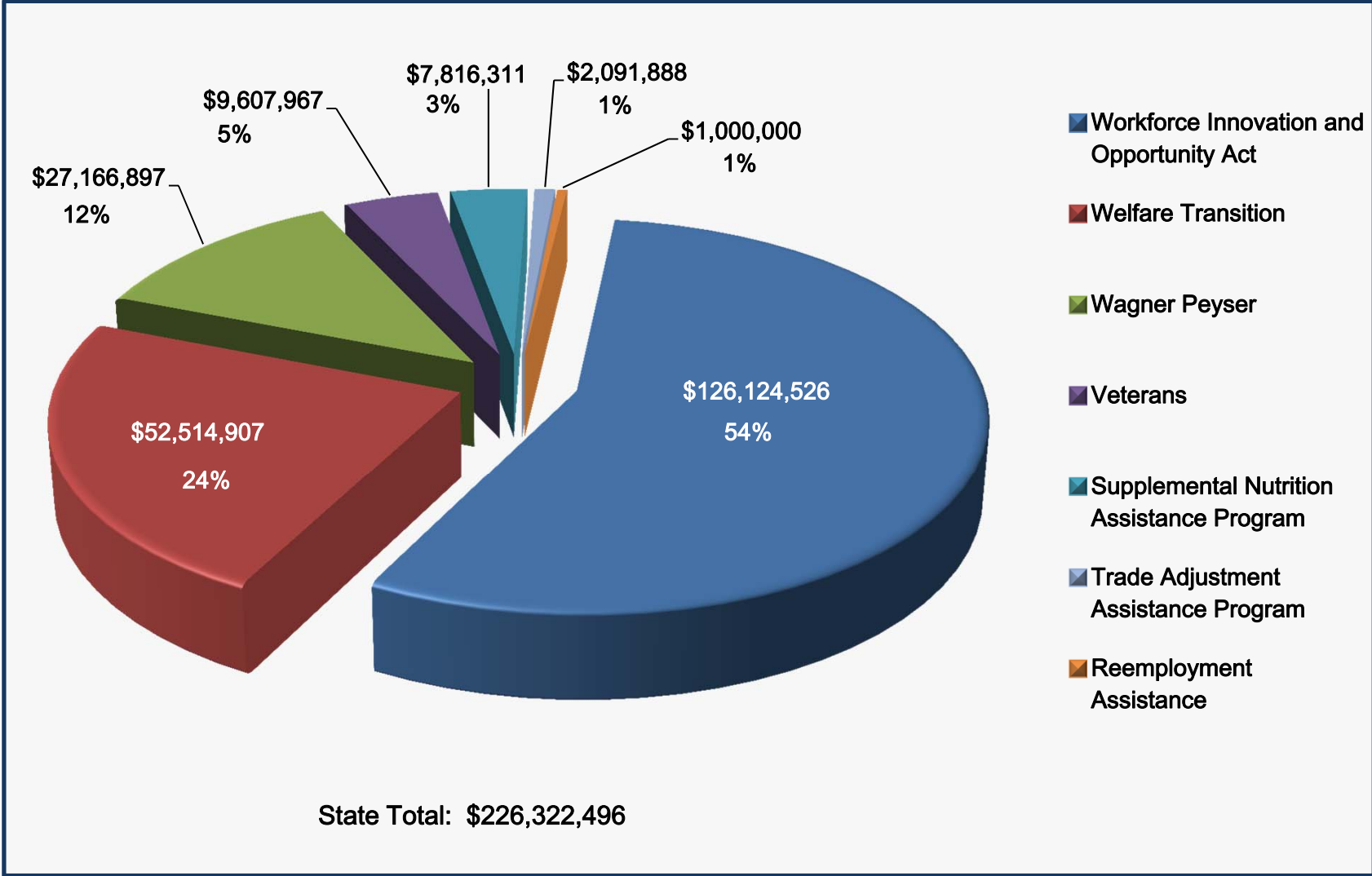
## Section 445.007(3), F.S.

- The Department of Economic Opportunity, under the direction of CareerSource Florida, Inc., shall assign staff to meet with each local workforce development board annually to review the board's performance and to certify that the board is in compliance with applicable state and federal law.

# FLORIDA'S WORKFORCE SYSTEM

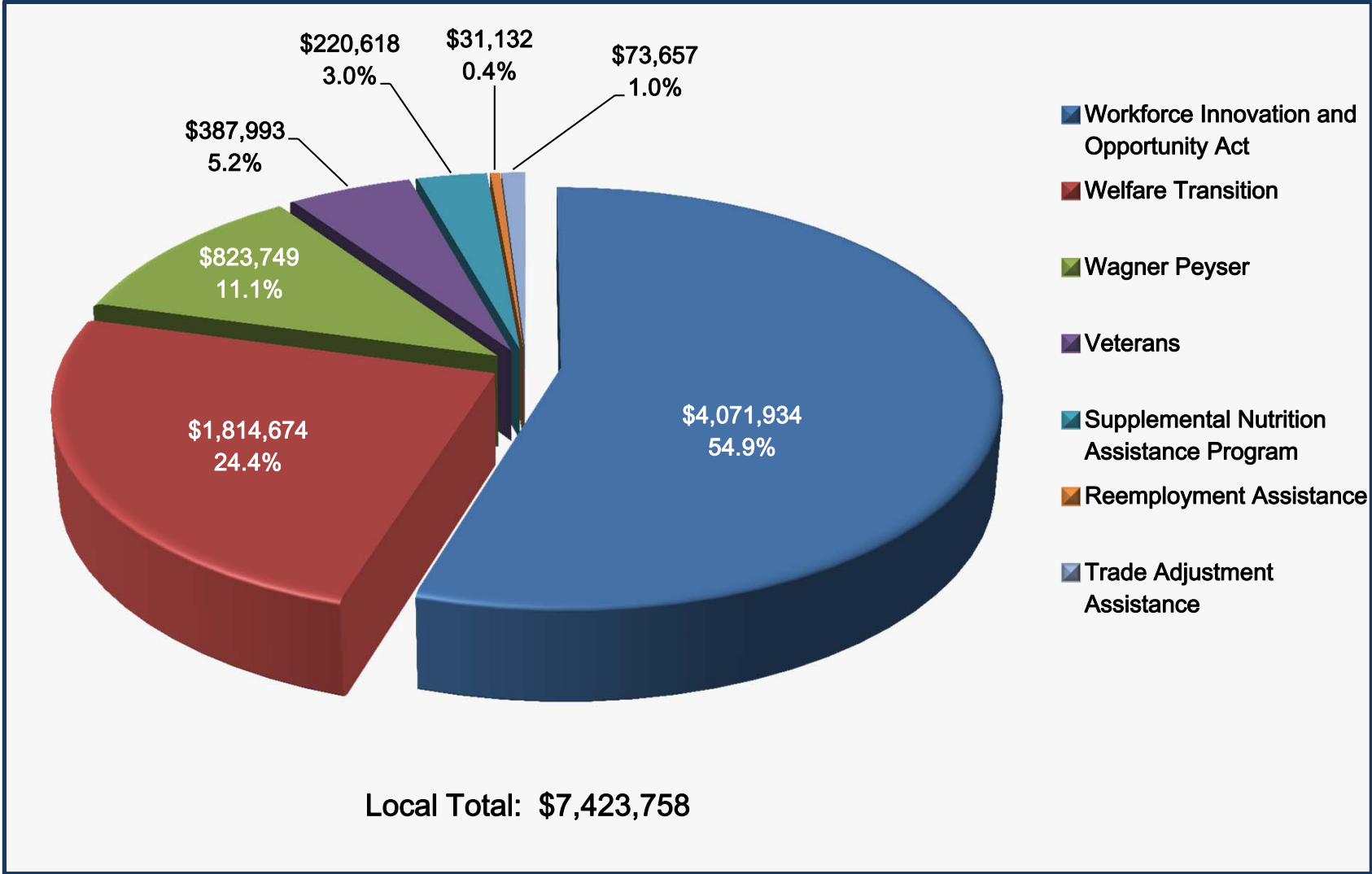


# PY 2017-18 TOTAL STATEWIDE FUNDING

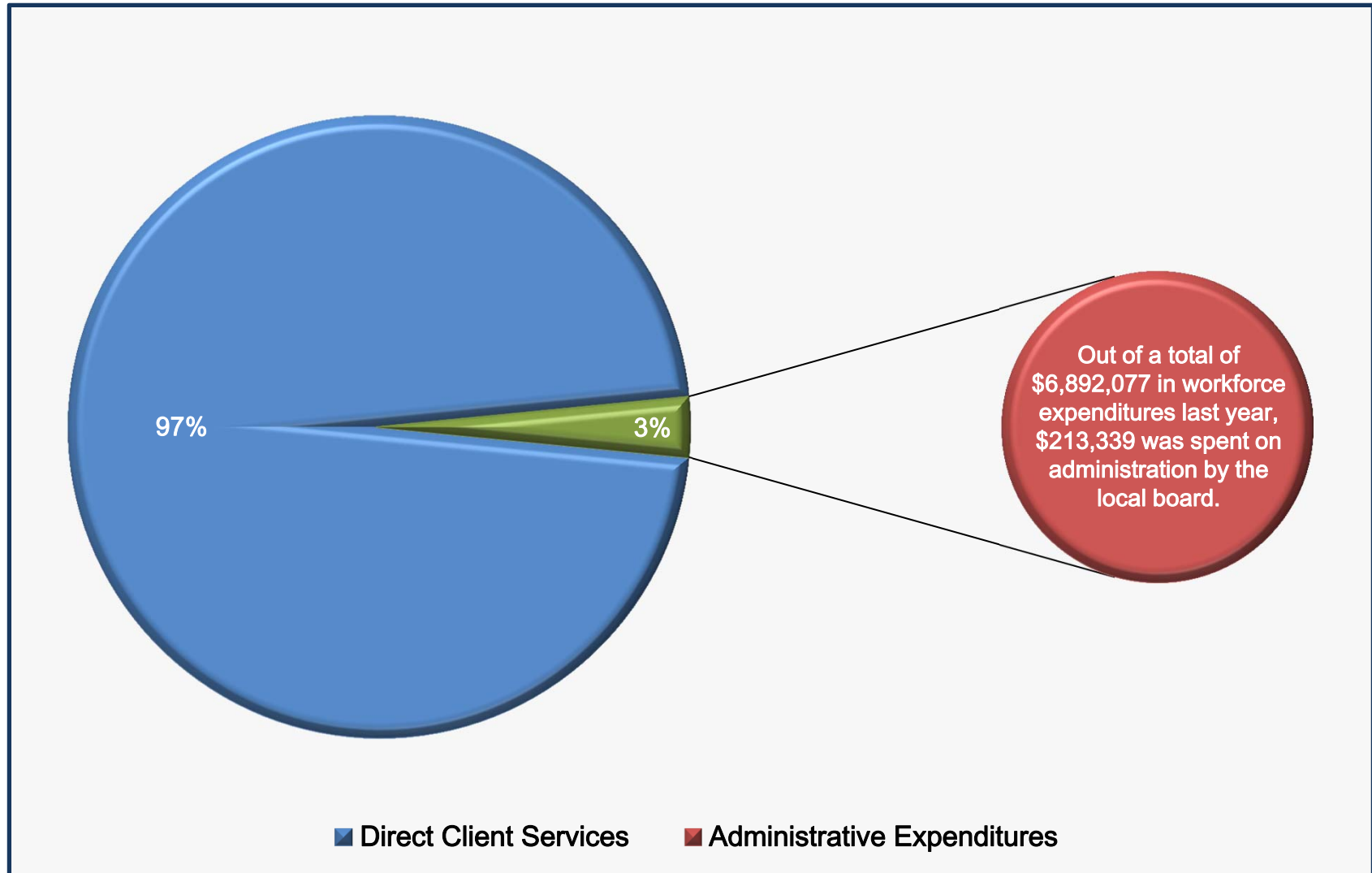




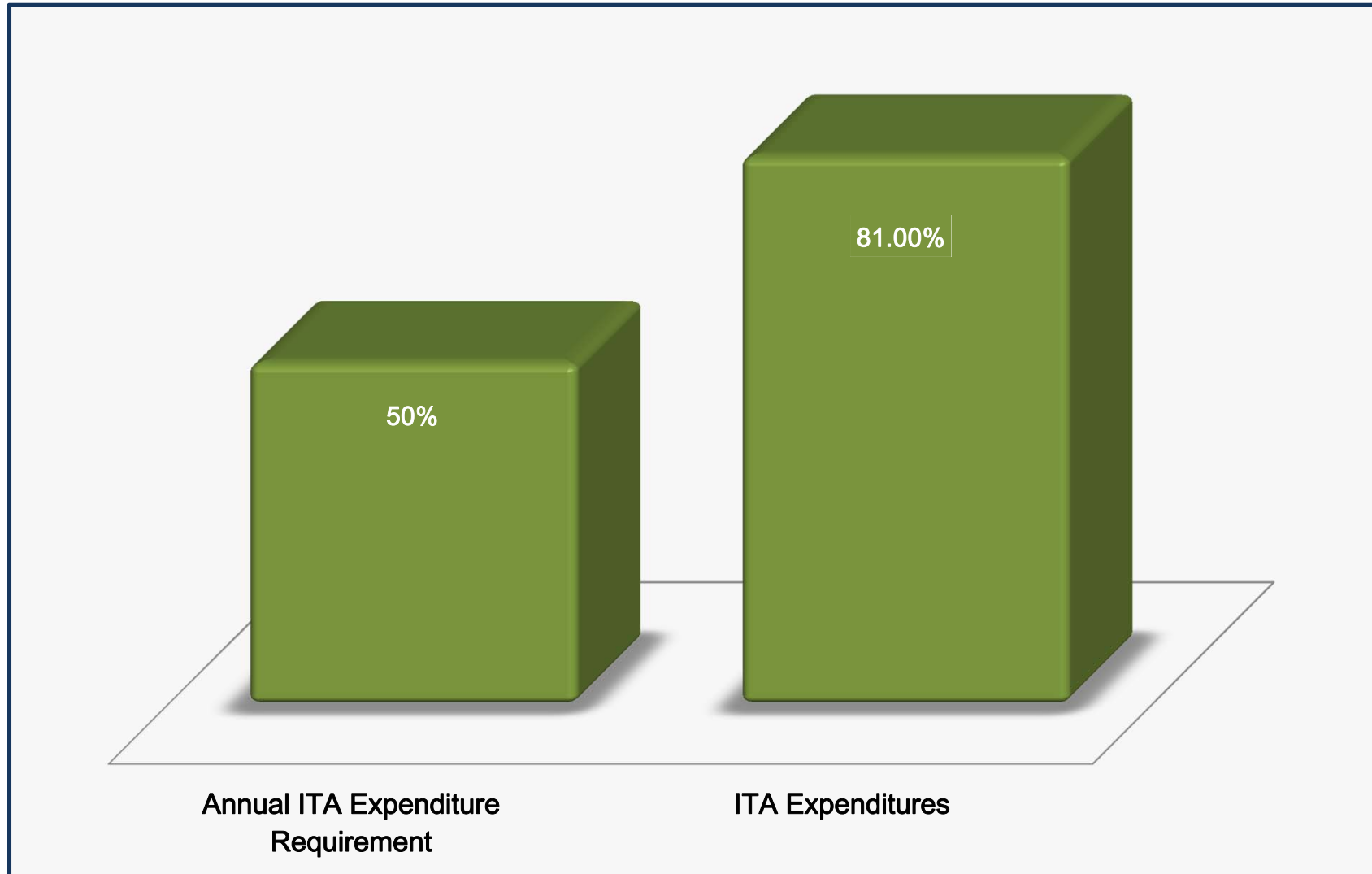
# PY 2017-18 TOTAL LOCAL AMOUNT



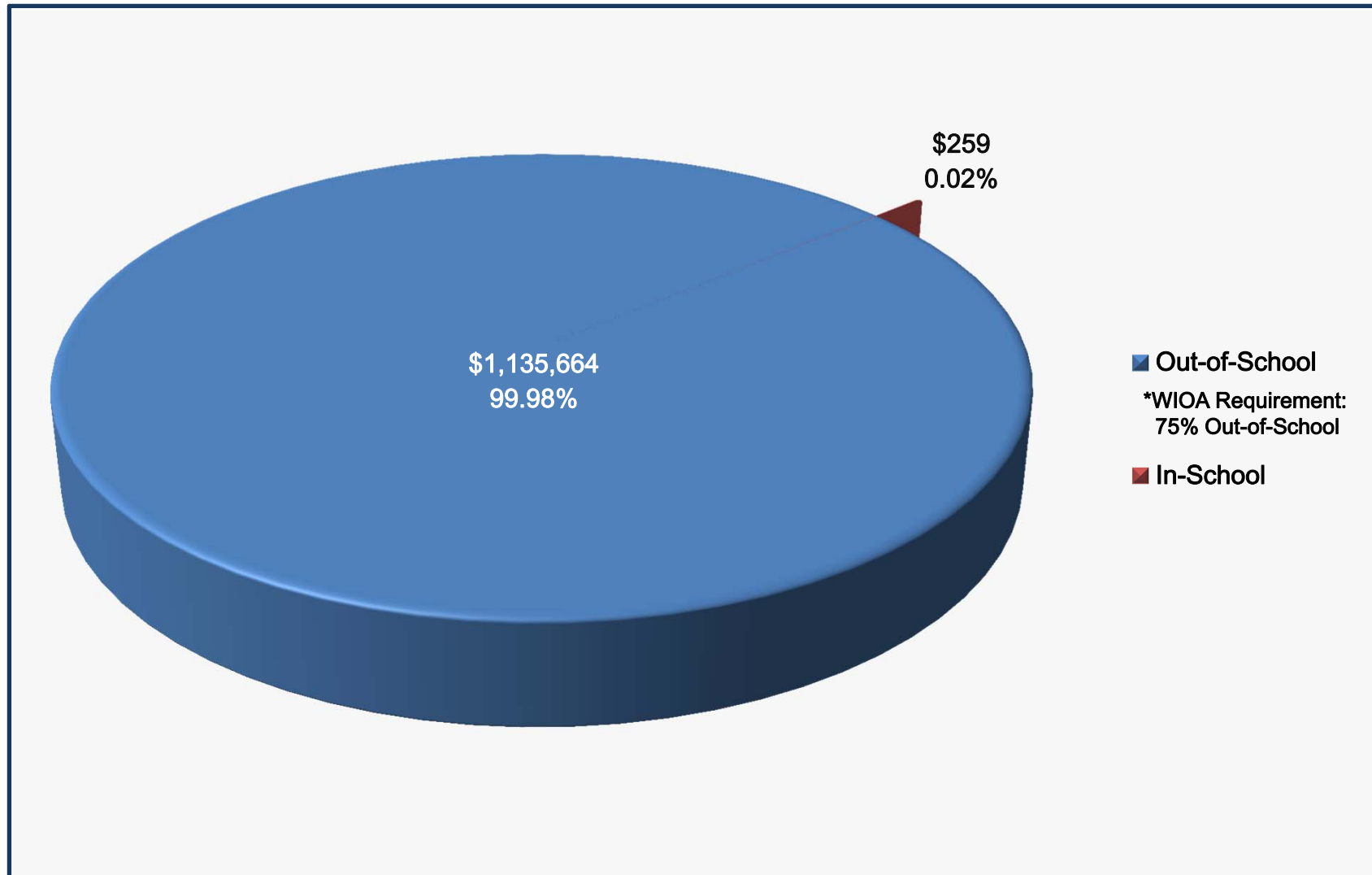
# PY 2016-17 DIRECT CLIENT SERVICES & ADMINISTRATIVE EXPENDITURES



# PY 2016-17 ITA EXPENDITURE REQUIREMENT



# PY 2016-17 PERCENTAGE OF EXPENDITURES ON OUT-OF-SCHOOL YOUTH





# COMMON MEASURES

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- United States Department of Labor (USDOL) mandated report, used as an assessment tool for state workforce systems.
- Common Measures displayed consist of 3 Adult Measures, 3 Dislocated Worker Measures, 2 Youth Measures and 3 Wagner-Peyser Measures.

# COMMON MEASURES

## 2016 - 2017 FLORIDA WORKFORCE COMMON MEASURES – LWDA 16 PERFORMANCE

PY 2016-2017: July 1, 2016 – June 30, 2017 Outcomes

Common Measures	Performance PY 2016-2017	PY 2016-2017 Performance Goals	% of PY 2016-2017 Performance Goal Met	PY 2017-2018 Negotiated Goals	Potential % of PY 2017-18 Goal Met (Based on current performance)
<b>Adults:</b>					
1 Employed 2 <sup>nd</sup> Quarter After Exit	93.53%	86.00%	108.76%	89.00%	105.09%
2 Employed 4 <sup>th</sup> Quarter After Exit	91.56%	82.00%	111.66%	85.00%	107.72%
3 Median Wage 2 <sup>nd</sup> Quarter After Exit	\$11,032.00	\$7,550.00	146.12%	\$7,850.00	140.54%
<b>Dislocated Workers:</b>					
4 Employed 2 <sup>nd</sup> Quarter After Exit	84.29%	80.00%	105.37%	83.00%	101.56%
5 Employed 4 <sup>th</sup> Quarter After Exit	87.36%	76.00%	114.94%	79.00%	110.58%
6 Median Wage 2 <sup>nd</sup> Quarter After Exit	\$8,898.00	\$6,550.00	135.85%	\$6,850.00	129.90%
<b>Youth Common Measures:</b>					
7 Employed 2 <sup>nd</sup> Quarter After Exit	69.46%	73.00%	95.15%	75.00%	92.61%
8 Employed 4 <sup>th</sup> Quarter After Exit	62.89%	66.00%	95.29%	69.00%	91.15%
<b>Wagner-Peyser:</b>					
9 Employed 2 <sup>nd</sup> Quarter After Exit	64.43%	61.00%	105.62%	64.00%	100.67%
10 Employed 4 <sup>th</sup> Quarter After Exit	60.28%	63.00%	95.68%	60.00%	100.47%
11 Median Wage 2 <sup>nd</sup> Quarter After Exit	\$6,376.00	\$4,550.00	140.13%	\$4,850.00	131.46%

Not Met (less than 90% of negotiated)

Met (90-100% of negotiated)

Exceeded (greater than 100% of negotiated)



# PROGRAMMATIC MONITORING & OVERSIGHT

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- Federal law requires the state to develop an oversight system to monitor all workforce programs receiving federal funds.
- DEO, in consultation with CareerSource Florida (CSF), annually develops and implements a process for monitoring LWDAs. Corrective Action Plans to address all findings are required.
- Programmatic and performance monitoring is completed annually.

# PY 2016-17 SUMMARY OF LOCAL FINDINGS

Program	PY 2015-16 Findings	PY 2016-17 Findings
Welfare Transition	0	1
Wagner-Peyser (RESEA, MSFW, Career Center Credentialing, MIS)	4	3
Supplemental Nutrition Assistance Program – Employment and Training	0	0
WIOA Adult/ Dislocated/ Worker/ Youth	1	1
Trade Adjustment Act	0	0
<b>TOTAL FINDINGS</b>	<b>5</b>	<b>5</b>



# QUESTIONS

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# ADDITIONAL INFORMATION

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For more information, please contact:

James Finch

Florida Department of Economic Opportunity

One-Stop and Program Support

(850) 245-7485

[James.Finch@deo.myflorida.com](mailto:James.Finch@deo.myflorida.com)