

CareerSource Hillsborough Pinellas Special Board of Directors Meeting

Date: October 30, 2024 **Time:** 2:00PM-3:00PM **Location:** Zoom Only

Zoom Information Zoom Link Dial in Number: 1 305 224 1968 Meeting ID: 883 6869 1849 Passcode: 568641

AGENDA

I. Call to Order, Roll Call, and Welcome	
II. Public Comments	
III. Chair Update	2
IV. Action/Discussion Items	
A. Health Benefit Vendor Selection	4
B. 401(K) Plan Change to Safe Harbor Plan	30
C. Ex-Offender/Returning Citizen Workforce Training Program Agreement	32
V. Information Items	
A. Advocacy Firm	55
VI Adjournment	



Chair's Update

Barclay Harless





Donald H. Noble

Owner & Founder Accelebron

Donald H. Noble is an experienced finance and accounting executive with a proven track record, having served as CFO for over 40 companies. He is currently the Owner and Founder of Accelebron, a Tampabased consulting firm, and a Partner at the Florida CFO Group, where he specializes in mergers & acquisitions and high-growth management.

In addition to his consulting work, Don is deeply involved in academia. He serves as a Finance Professor at Hillsborough Community College, sharing his knowledge and industry insights with the next generation of finance professionals. His educational background includes a Bachelor of Science in Finance and International Business from Pennsylvania State University (1996) and a Master of Science in Finance from Boston College (2006). He is currently pursuing a Doctorate in Business Administration at Liberty University, underscoring his commitment to lifelong learning.

Don's professional development is further highlighted by his recent completion of Leadership Tampa, Class of 2021.

A veteran of the United States Air Force, Don supported the critical nuclear monitoring mission of the Air Force Technical Applications Center (AFTAC). His dedication to service continues through his active volunteer work with organizations such as Veterati, American Corporate Partners, and InLab@HCC, where he mentors veterans and aspiring business professionals.

Don is also a returning board member, having served from October 2018 to December 2023. During his tenure, he held the roles of Treasurer for three years and Vice-Chair for six months, contributing his expertise to multiple committees, including Finance, Executive, Bylaws, Audit, CEO Search, Compensation, System Redesign, and Legal Services Review.

Residing in Tampa Palms, Don enjoys a fulfilling life with his wife, Ashley, and their two beloved rescue dogs, TomTom and Sadie, who bring joy to their handled.



Action Item Health Benefit Vendor Selection

Background

In September 2024, the Board reviewed and approved the Health and Welfare benefit package recommendations completed by M.E. Wilson. HUB International, the combined insurance broker for both Pinellas and Hillsborough counties completed a full market pricing in accordance with these recommendations which are attached.

The Market Analysis resulted in the following results:

Medical: Recommending United Healthcare (UHC), with the most competitive proposal with a 0.06% increase from existing 2024 rates.

Dental and Vision: Recommending UNUM, with a proposal which included a 15% dental premium decrease and 31.87% vision plan decrease from existing rates.

Life Insurance Products: UNUM had the overall most competitive proposal and rates for life insurance products including Basic Life, Voluntary Life, Short-Term and Long-Term Disability, Critical Illness (Includes Cancer), Hospital Indemnity, and Accident Insurance.

Recommendation:

Approve the selection of United Healthcare to provide Medical Insurance Plans and UNUM to provide Dental, Vision, Basic Life Insurance, Voluntary Life Insurance, Short-Term and Long-Term Disability and Supplemental Insurance plans to CareerSource Hillsborough Pinellas for the 2025 Plan Year.

HUB

Advocacy. Tailored Insurance Solutions. Peace of Mind

Renewal Presentation

CareerSource Hillsborough Pinellas

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- 1 Executive Summary
 - Marketing Summary
- Marketing Results
- Recommendations
- Next Steps



Executive Summary

Reviewing current data to plan for renewal decisions.





Medical Analysis

- MLR Ratio Tampa Bay 80-89%
- Pinellas Unavailable
- Cigna Original (Tampa) Renewal 20%
- Negotiated Cigna (Tampa) Renewal 5%

Ancillary Analysis

- Cigna Renewal 3%
- Dental and Vision
- MOO Renewal Flat for Tampa
- Basic Life and Voluntary Life
- Voluntary STD and Voluntary LTD

Florida Blue (Pinellas) Original Renewal – 19% Negotiated Florida Blue (Pinellas) Renewal – 19%



Marketing Summary

Overview of markets and carriers approached.



Marketing Summary

Medical Carrier	Status	Marketing Results
Aetna	Included in RFP	DTQ
Cigna	Incumbent	4.64% (Combined Group)
Florida Blue	Incumbent	29% (Versus Cigna)
United Healthcare	Included in RFP	0.06%

Ancillary Carrier	Status	Marketing Results
Cigna	Incumbent (Dental/Vision)	3%
Mutual of Omaha	Incumbent (Life/Disability)	-13%
Sun Life	Included in RFP	1.4%
UNUM	Included in RFP	-18.5%





Marketing Results

Comparison of market results to determine course of action for the renewal season.



Medical Marketing Results - CIGNA

					Proposed	Proposed	Proposed	Proposed
					Cigna OAPIN HSA	CIGNA Q1P2 OAP HSA	CIGNA Q1P2 OAP BASE	CIGNA Q1P2 OAP BUY UP
					In-Network	In-Network	In-Network	In-Network
Deductible								
Individual /Family	,				\$5,000 / \$10,000	\$2,500 (\$3,300) / \$5,000	\$2,000 / \$4,000	\$750 / \$1,500
Embedded / Non Embedded	Embedde	ō			Embedded	Embedded	Embedded	Embedded
Out-of-Pocket Maximum								
Individual /Family					\$5,000 / \$13,100	\$5,000 / \$10,000	\$4,000 / \$8,000	\$3,000 / \$6,000
Embedded / Non Embedded	Embedde	2			Embedded	Embedded	Embedded	Embedded
Coinsurance					Variable	20%	Variable	10%
Physician Services								
Preventive Services	ses				Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Primary Care Visit	žį				Ded. + 10%	Ded. + 20%	Ded. + 20%	\$25
Required PCP Assignment	ssignment				No	No	No	No
Specialist Visit					Ded. + 10%	Ded. + 20%	Ded. + 20%	\$40
Diagnostic Services								
Laboratory					Ded. + 10%	Ded. + 20%	Deductible	Deductible
X-Rays / Minor Imaging	maging				Ded. + 10%	Ded. + 20%	Deductible	Deductible
Advanced Imaging	p				Ded. + 10%	Ded. + 20%	Ded + 20%	Ded + 10%
Hospital Services	,							
Hospital - Inhatient	ţ				Ded + 10%	Ded + 20%	Ded + 20%	Ded + 10%
Outpatient Surgical	: e				Ded. + 10%	Ded. + 20%	Ded. + 20%	Ded. + 10%
Irant Care Viet					- Ped + 10%	%00 + PaQ	, Ded + 20%	\$75
					5) •
Emergency Room Visit	n Visit				Ded. + 10%	Ded. + 20%	Ded. + 20%	\$200
Prescription Drugs					() () () () () () () () () ()	2000	0.74	6
Tier 2					Ded. +\$10	Ded. + 20%	\$10	910
Tier 3					Ded. + \$80	Ded. + 20%	\$50	09\$
Tier 4								
Mail Order Drugs					Ded. + \$25 / \$125 / \$200	Ded. + 20%	\$30 / \$90 / \$150	\$35 / \$95 / \$170
				П	Out of Network	0	Out of Network	Out of Network
Deductible								
Individual /Family					A/N	\$5,000 / \$10,000	\$4,000 / \$8,000	\$1,500 / \$3,000
Embedded / Non Embedded	Embedde	ğ			Α'N	Embedded	Embedded	Embedded
Out-of-Pocket Maximum					V/14	610 000 (630 000	#0 000 / #16 000	ee 000 / e12 000
Individual /Family					¥.	000,02¢ / 000,01¢	\$8,000 / \$16,000	\$6,000 / \$12,000
Coinsurance					Variable	40%	Variable	Variable
Enrollment	Dian 1	Dlan 2	Dlan 3	Dion 4	Proposed OADIN HSA	Proposed O1D2 OAD HSA	Proposed O4B2 OAB BASE	Proposed
Employee	16		24	34	\$695 65	\$712.05	\$832 84	\$946.61
Employee + Spouse	7	. 7	7	7	\$1.661.90	\$1.701.08	\$1,989.67	\$2.261.47
Employee + Child(ren)	7	က	ıo	2	\$1,314.77	\$1,345.77	\$1,574.08	\$1,789.10
Family		7	7	4	\$2,103.64	\$2153.24	\$2,518.53	\$2,862.57
Estimated Monthly Premium					\$19,187		\$36,875	\$51,736
Total Proposed Annual Premium	nium					12	\$1,571,247	



Medical Marketing Results - Florida Blue

	Proposed	Proposed	Proposed	Proposed
	FL Blue BlueCare HSA 122/123	FL Blue RhieOntions 05172/05173	FL Blue BlueCare I ower Premium 54	FL Blue BlueGare Predictable Cost 47
	In-Network	In-Network	In-Network	In-Network
Deductible				
Individual /Family	\$5,000 / \$10,000	\$5,000 / \$10,000	\$5,000 / \$10,000	\$1,500 / \$4,500
Embedded / Non Embedded	Embedded	Embedded	Embedded	Embedded
Out-of-Pocket Maximum				
Individual /Family	\$6,550/ \$6,850 / \$13,100	\$6,850 / \$13,100	\$6,350/\$12,700	\$4,500 / \$9,000
Embedded / Non Embedded	Embedded	Embedded	Embedded	Embedded
Coinsurance	10%	10%	30%	20%
Physician Services	* Value Choice Provider	* Value Choice Provider	* Value Choice Provider	* Value Choice Provider
Preventive Services	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Primary Care Visit	\$0 after ded*/Ded + 10% (primary and virtual	\$0 after ded*/Ded + 10% (primary and virtual	\$0*/\$40	\$0*/\$30
Required PCP Assignment	Yes	ON.	Yes	Yes
Specialist Visit	\$0 after ded*/Ded + 10%	\$0 after ded*/Ded + 10%	\$20*/\$65	\$20*/\$55
Diagnostic Services	*Value Choice Provider	*Value Choice Provider	*Value Choice Provider	*Value Choice Provider
aboratory	\$0 after ded*/Ded + 10%	\$0 after ded*/Ded + 10%	\$20*/\$65	820*/\$50
X-Rays / Minor Imaging	\$0 after ded*/Ded + 10%	\$0 after ded*/Ded + 10%	\$20*/\$65	\$20*/\$50
Advanced Imaging	Ded. + 10%	Ded. + 10%	\$300 (Physician Office)/\$200 (Diagnostic Center)	\$250
Hospital Services	*Value Choice Provider	*Value Choice Provider	*Value Choice Provider	*Value Choice Provider
Hospital - Inpatient	Ded. + 10%	Ded. + 10%	Ded. + 30%	Ded. + 20%
Outpatient Surgical	Ded. + 10%	Ded. + 10%	Ded. + 30%	\$200 (Facility fee) + \$55 (Physician/surgeon fee)
Urgent Care Visit	\$0 after ded*/Ded + 10%	\$0 after ded*/Ded + 10%	\$0*/\$0 for visits 1-2; \$85 Copay for visits 3+	\$0*/\$0 for visits 1-2; \$60 Copay for visits 3+
Emergency Room Visit	Ded. + 10%	Ded. + 10%	\$300	\$250
Prescription Drugs				
Tier 1	Ded. + \$10	Ded. + \$10	\$10	\$10
Tier 2	Ded. + \$50	Ded. + \$50	\$50	\$50
Tier 3	Ded. + \$80	Ded. + \$80	\$80	\$80
Tier 4	Subject to cost share based on applicable drug tier	Subject to cost share based on applicable drug tier	20%	20%
Mail Order Drugs	Ded. + \$25 / \$125 / \$200	Ded. + \$25 / \$125 / \$200	\$25 / \$125 / \$200	\$25 / \$125 / \$200
Dodination	Out of Network	Out of Network	Out of Network	Out of Network
Viewed/ lenkished	δŇ	\$10,000/\$20,000	4/2	4/2
Embedded / Non Embedded	₹Z	Embedded	₹/N	₹.X
Out-of-Pocket Maximum				
Individual /Family	ΝΆ	\$20,000/\$20,000/\$20/000	Υ'N	Υ'N
Coinsurance	N/A	20%	N/A	N/A
•		Current/Renewal	Current/Renewal	Current/Renewal
nrollment Plan 1 Plan 2 Plan 3 P	BlueCa	BlueOptions 05172/05173	BlueCare Lower Premium 54	BlueCare Predictable Cost 47
16 16 24	\$770.32	\$882.02	\$971.45	\$1,028.64
N (\$1,750.32	\$2,011.00	\$2,214.90	\$2,345.27
. c	\$1,540.64	\$1,764.03 \$2,822.46	\$1,942.89 \$3.108.62	\$2,057.26
ted Monthly Premium	\$21.384	\$29.022.40	\$43.676	\$56 945
Total Proposed Applied Desmitter	100,134		\$4 842 923 76	000,000
		0	1,040:10	

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Medical Marketing Results - UHC

		•					
				Proposed	Proposed	Proposed	Proposed
				ECP5 NHP HMO HSA	ECR7 POS HSA	DU4H POS	DU5H POS
				In-Network	In-Network	In-Network	In-Network
Deductible							
Individual /Family				\$4,500/\$9,000	\$3,300/\$6,600	\$2,000/\$4,000	\$500/\$1,000
Embedded / Non Embedded	pedded			Embedded	Embedded	Embedded	Embedded
Out-of-Pocket Maximum							
Individual /Family				\$6,500/\$13,000	\$4,500/\$9,000	\$4,000/\$8,000	\$3,500/\$7,000
Embedded / Non Embedded	pedded			Embedded	Embedded	Embedded	Embedded
Coinsurance				10%	20%	20%	40%
Physician Services							
Preventive Services				Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Primary Care Visit				Ded. + 10%	Ded. + 20%	20%	\$20
Required PCP Assignment	ıment			Yes	No.	No No	ON ON
Specialist Visit				Ded. + 10%	Ded. + 20%	20%	\$20
Diagnostic Services							
Laboratory				Ded. + 10%	Ded. + 20%	Ded. + 20%	Ded.
X-Rays / Minor Imaging	ng			Ded. + 10%	Ded. + 20%	Ded. + 20%	Ded.
Advanced Imaging				Ded. + 20%	Ded. + 20%	Ded. + 20%	Ded. + 10%
Hospital Services							
Hospital - Inpatient				Ded. + 10%	Ded. + 20%	Ded. + 20%	Ded. + 10%
Outpatient Surgical				Ded. + 10%	Ded. + 20%	Ded. + 20%	Ded. + 10%
Urgent Care Visit				Ded. + 10%	Ded. + 20%	Ded. + 20%	\$50
Emergency Room Visit	ii.			Ded. + 10%	Ded. + 20%	Ded. + 20%	\$350
Prescription Drugs				Rx NH21 - HSA	Rx 570 - HSA	Rx 570	Rx 570
Tier 1				\$10	\$10	\$10	\$10
Tier 2				\$35	\$35	\$35	98\$
Tier 3				\$70	\$70	\$70	02\$
Tier 4							
Mail Order Drugs				2.5x retail	2.5x retail	2.5x retail	2.5x retail
				Out of Network	Out of Network	Out of Network	Out of Network
Deductible				< N	\$E 000/840 000	#3 000/#E 000	64 000/82 000
i Landidali i				47	000,014,000,04	000,96,000,99	000,2%/000,1%
Embedded / Non Embedded Out-of-Pocket Maximum	pedded			42	Embedded	Embedded	Europedded
Individual /Family				ΥN	\$10,000/\$20,000	\$6,000/\$12,000	\$6,250/\$12,500
Coinsurance				N/A	20%	40%	30%
				Proposed	Proposed	Proposed	Proposed
Enrollment Pla	Plan 1 Plan 2	Plan 3	Plan 4	ECP5 NHP HMO HSA	ECR7 POS HSA	DU4H POS	DU5H POS
		54	34	\$489.57	\$671.96	\$809.59	\$957.84
	2	7	7	\$1,184.76	\$1,626.14	\$1,959.21	\$2,317.97
ee + Child(ren)		ro.	7	\$884.17	\$1,213.57	\$1,462.14	\$1,729.88
		2	4	\$1,631.01	\$2,238.65	\$2,697.17	\$3,191.06
Estimated Monthly Premium				\$13,602	\$22,122	\$36,054	\$53,427
l otal Proposed Annual Premium					ZOC, L¢	,445.12	



Medical Marketing Results

	Cigna	Florida Blue	OHC
Total Current Monthly Premium	\$125,128		
Total Current Annual Premium	\$1,501,538	\$1,501,538.16	
Total Renewal/Proposed Annual Premium	\$1,571,247	\$1,939,934.40	\$1,502,445.12
Annual Dollar Change from Current	\$69,709	\$438,396	206\$
Overall Percentage Change From Current	4.64%	29.20%	%90.0





	Current / Renewal	Current / Renewal	lawond	Pronosal	Proposal	Pronocal	Pronosal	Proposal	Pronocal
	CIGNA	CIGNA	4	Mutual of Omaha	Mutual of Omaha	Sun Life	Sun Life	MONO	WONO
	Low PPO	High PPO	00	Low Dental Plan	High Dental Plan	Basic Plan	Enhanced Plan	Low Active PPO	High Active PPO
	In-Network	In-Network	ork	In-Network	In-Network	In-Network	In-Network	In-Network	In-Network
Deductible									
Individual	\$20	\$25		\$50	\$25	\$50	\$25	\$20	\$25
Family	\$150	\$75		\$150	\$75	\$150	\$75	\$150	\$75
Deductible waived for Preventive	Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes
Coinsurance									
Class 1 (Preventive)	%0	%0		%0	%0	%0	%0	%0	%0
Class 2 (Basic)	20%	20%		20%	20%	20%	20%	20%	20%
Class 3 (Major)	20%	20%		20%	20%	20%	20%	20%	20%
Calendar Year Max	\$1,000	\$1,500	0	\$1,000	\$1,500	\$1,000	\$1,500	\$1,000	\$1,500
Endo & Perio Benefit	Included (Basic)	Included (Basic)	3asic)	Included (Basic)	Included (Basic)	Included (Basic)	Included (Basic)	Included (Basic)	Included (Basic)
Ortho Max	Not included	\$1,500	0	Not included	\$1,500	Not included	\$1,500	Not included	\$1,500
Waiting Period	Late entrant limitations	Late entrant limitations	mitations	None	None	Late entrant limitations	Late entrant limitations	None	None
Deductible	Out of Network	Out of Network	twork	Out of Network	Out of Network	Out of Network	Out of Network	Out of Network	Out of Network
Individual	\$50	\$25		\$50	\$25	\$50	\$25	\$50	\$25
Family	\$150	\$75		\$150	\$75	\$150	\$75	\$150	\$75
Coinsurance									
Class 1 (Preventive)	%0	%0		%0	%0	%0	%0	%0	%0
Class 2 (Basic)	30%	30%		30%	30%	30%	30%	30%	30%
Class 3 (Major)	%09	%09		%09	%09	%09	%09	%09	%09
Calendar Year Max	\$1,000	\$1,500	0	\$1,000	\$1,500	\$1,000	\$1,500	\$1,000	\$1,500
Reimbursement	90th Percentile	90th Percentile	entile	90th Percentile	90th Percentile	90th Percentile	90th Percentile	90th Percentile	90th Percentile
Ortho Max	Not included	\$1,500	0	Not included	\$1,500	Not included	\$1,500	Not included	\$1,500
Rate Guarantee	NA	NA		1 Year	1 Year			1 Year	1 Year
	CIGNA	CIGNA	7	Mutual of Omaha	Mutual of Omaha	Sun Life	Sun Life	MNN	WOND
Enrollments Plan 1 Plan 2	Low PPO	High PPO	٥٥	Low Dental Plan	High Dental Plan	Basic Plan	Enhanced Plan	Low Active PPO	High Active Ppo
Employee 37 63	\$27.76	\$38.85	\$40.02	\$24.57	\$34.38	\$23.77	\$33.27	\$23.57	\$32.99
Employee + Spouse 4 6	\$62.11 \$63.97	\$86.91	\$89.52	\$54.97	\$76.92	\$53.19	\$74.43	\$52.74	\$73.80
Employee + Child(ren) 8 13		\$83.15	\$85.64	\$49.13	\$73.59	\$47.54	\$71.21	\$47.13	\$70.61
Family 6 11	\$91.21	\$135.81	\$139.88	\$80.72	\$120.19	\$78.11	\$116.30	\$77.45	\$115.32
Estimated Monthly Premium	\$2,267 \$2,335	\$5,544	\$5,710	\$2,006	\$4,906	\$1,941	\$4,748	\$1,925	\$4,708
Percentage Change from Current	3.00%	3.00%	9	-11%	-12%	-14%	-14%	-15%	%21-
Monthly Dollar Change from Current	\$68	\$167		-\$246	-\$610	-\$326	-\$796	-\$342	-\$836
Total Current Annual Premium	26\$	\$93,729.24		NIA		NIA	A	N	N/A
Total Renewal/Proposed Annual Premium	96\$	\$96,542.76		\$82,951	51	\$80,266	266	62\$	\$79,589
Annual Dollar Change from Current	S	\$2,814		-\$10,779	779	-\$13,463	463	-\$14	-\$14,140
Overall Percentage Change From Current	ŝ	3.00%				-14%	%1	↓	-15%



Vision Marketing Results

		Current / Renewal	Renewal	Proposal	Proposal	Proposal
		CIGNA	ΨV	Mutual of Omaha	Sun Life	MONO
		Vision	on	Vision	Vision	Vision
		In-Network	work	In-Network	In-Network	In-Network
Plan Design						
Exam Copay		\$2	5	\$10	\$10	\$10
Materials Copay		\$10	0			
Frequency of Services						
Eye Exam		once every 12	12 months	once every 12 months	once every 12 months	once every 12 months
Lenses		once every 12 months	12 months	once every 12 months	once every 12 months	once every 12 months
Frames		once every 24 months	24 months	once every 24 months	once every 24 months	once every 24 months
Contact Lenses (in lieu of glasses)	ses)	once every 12	12 months	once every 12 months	once every 12 months	once every 12 months
Covered Lenses by Type						
Single						
Bifocal		\$10		\$10 copay	\$10 copay	\$10 copav
Trifocal		•)			
Leiniculai						
Frames						
		\$0 copay. \$150	30 allowance	\$0 copay. \$150 allowance, 20% off balance over allowance	\$150 allowance, 20% off balance over allowance	\$150 allowance
Contact Lenses (in lieu of glasses)	s)					
		Elective: \$0 copay. \$150 allowance Medically Necessary: \$10 copay	. \$150 allowance sary: \$10 copay	Conventional: \$150 allowance, 15% off balance over allowance; Disposable: \$150 allowance; Medically Necessary: paid in full	Elective: \$150 allowance; Medically Necessary: \$10 copay	Elective: \$150 allowance; Medical Necessary: Covered
Laser Vision Correction						
		Preferred pricing	pricing	Up to 15% discount	Up to 15% discount	Preferred pricing
Rate Guarantee		Y/N	4	2 Years	2 Years	2 Years
		CIGN	ΥN	Mutual of Omaha	Sun Life	MUNU
Rates	Counts	Vision	on	Vision	Vision	Vision
Employee	86	\$8.10	\$8.10	\$6.00	\$4.76	\$5.62
Employee + Spouse	6	\$15.58	\$15.58	\$12.00	\$9.15	\$11.23
Employee + Child(rei	16	\$16.44	\$16.44	\$11.00	\$9.65	\$10.68
Family	19	\$25.17	\$25.17	\$17.00	\$14.78	\$16.77
Estimated Monthly Premium		\$1,675	\$1,675	\$1,195	\$984	\$1,141
Percentage Change from Current	ţ	%00'0	%(-28.67%	-41.26%	-31.87%
Dollar Change from Current		0\$		\$480	-\$691	-\$534



Basic Life Marketing Results

	Curren	Current/Renewal	Proposal	Proposal
	Mutual	Mutual of Omaha	Sun Life	MUND
	Life AD	ife AD&D ER Paid	Life AD&D ER Paid	Life AD&D ER Paid
Description				
Benefit	1x salary u	1x salary up to \$225,000	1x salary up to \$225,000	1x salary up to \$225,000
All Full Time Employees	30 hours	30 hours per week	30 hours per week	30 hours per week
Volume	\$6\$	\$9,873,290	\$9,873,290	\$9,873,290
Benefit Reduction Schedule	65% at age 65; 4 at a	65% at age 65; 42% at age 70; 27% at age 75+	67% at age 70; 50% at age 75	65% at age 65; 50% at age 70
Conversion Privilege	oul	Included	Included	Included
Rate Guarantee		1 Year	2 Years	2 Years
Rates	LIFE / AC	FE / AD&D RATES	LIFE / AD&D RATES	LIFE / AD&D RATES
Rate per \$1,000 of Benefit /Life	\$0.120	\$0.100	\$0.167	\$0.115
Rate per \$1,000 of Benefit / AD&D)\$	\$0.020	\$0.020	\$0.020
Total Monthly Cost	\$1,382.26	\$1,184.79	\$1,846.31	\$1,332.89
% Variance from Current	14-	-14.29%	33.57%	-3.57%



Voluntary Life Marketing Results

		•	•
	Current Mutual of Omaha	Proposal Sun Life	Proposal UNUM Voluntary Life / AD&D
Benefit Summary			
Employee Benefit	5x salary up to \$300,000	5x salary up to \$300,000	5x salary up to \$500,000
Benefit Increments	\$10,000	\$10,000	\$10,000
Guaranteed Issue Amount	5x salary up to \$100,000	\$100,000	\$80,000
Benefit Reduction		67% at age 70; 50% at age 75	65% at age 65; 50% at age 70
Spouse Benefit	100% of employee election, up to \$50,000; increments of \$5,000	100% of employee election up to \$50,000; increments of \$5,000	100% of employee election up to \$500,000
Guaranteed Issue Amount	\$30,000	\$30,000	\$25,000
Benefit Reduction	65% at age 65, 42% at age 70, 27% at age 75	Terminates at age 70	65% at age 65; 50% at age 70
Child Benefit	\$10,000	\$5,000 / \$10,000	\$10,000
Miscellaneous			
AD&D Included	Included	pepnjouj	Included
Portable	Included	Included	Included
Conversion	Included	Included	Included
Disability Waiver of Premium	Included	Included	Not included
Rate Guarantee	1 Year	2 Years	3 Years
Participation		20%	Greater of 10 employees or 20%
	Mutual of Omaha	Sun Life	MUNU
Rates (per \$1,000)	Current	Proposed	Proposed
Under 24	\$0.080	\$0.080	\$0.080
25-29	\$0.100	\$0.100	\$0.100
30-34	\$0.110	\$0.110	\$0.110
35-39	\$0.130	\$0.130	\$0.130
40-44	\$0.180	\$0.180	\$0.180
45-49	\$0.260	\$0.260	\$0.260
50-54	\$0.400	\$0.400	\$0.400
55-59	\$0.630	\$0.630	\$0.630
60-64	\$0.950	\$0.950	\$0.950
65-69	\$1.590	\$1.590	\$1.590
70-74	\$3.010	\$3.010	\$3.010
75-79	\$6.050	\$6.050	\$6.050
80-84	\$11.990	\$11.990	\$6.050
85-89	\$22.090	\$22.090	\$6.050
Child(ren) Bate (For \$1,000)	&1 800	\$0.610	\$0.474
Employee & Sporise AD&D Bates (inclined in	2))	-
Employee α spouse AD α D rates (included in life rates above)	\$0.020	\$0.020	\$0.020
Child AD&D Rates (included in life rates above)	N/A	\$0.043	\$0.081
	10		



Short-Term Disability Marketing Results

	Current/Renewal Mutual of Omaha STD	Proposal Sun Life STD BENEFIT PLAN	Proposal UNUM STD BENEFIT PLAN
Description			
Elimination Period:			
Injury/Accident	0 days	1 day	0 days
Sickness	7 days	8 days	7 days
Duration of Disability Benefit	13 weeks	13 weeks	13 weeks
Percentage of Earnings	%09	%09	%09
Pre-Existing Condition		None	
Maximum Weekly Benefit	\$1,500	\$1,500	\$1,500
Participation Requirement	100%	100%	100%
Volume	\$113,768	\$113,768	\$113,768
Rate Guarantee	1 Year	2 Years	2 Years
Detect Des 640 of Weekly Describe	Mutual of Omaha	Sun Life	NONO
Rates rel \$10 01 Weekly Dellett	STD Rates RATES	STD Rates RATES	STD Rates RATES
	\$0.340	\$0.409	\$0.275
Total Monthly Cost	\$3,868.11	\$4,653.11	\$3,128.62
Percentage Change from Current	0.00%	20.29%	-19.12%
Dollar Change from Current	\$0	\$785	-\$739



Long-Term Disability Marketing Results

	Current/Renewal	Renewal	Proposal	Proposal
	Mutual of Omaha	f Omaha	Sun Life	MONO
	LTD	O.	LTD BENEFIT PLAN	LTD BENEFIT PLAN
Description				
Definition of Disability- Own Occupation	2 years	ars	2 year own occupation; loss of duties and loss of earnings	2 year own occupation with residual
Elimination Period	90 days	ays	90 days	90 Days
Maximum Monthly Benefit	000'8\$	000	\$8,000	\$8,000
Percentage of Earnings	%09	%	%09	%09
Duration of Disability Benefit	RBD to SSNRA	SSNRA	SSNRA	SSNRA
Pre-Existing Condition	3/12 exclusion	clusion	3/12 exclusion	3/12 exclusion
Rate Guarantee	1 Year	ear	2 Years	2 Years
	Mutual of Omaha	f Omaha	Sun Life	MOND
Kales Fer \$100 of Covered Fayroll	LTD Rates RATES	s RATES	LTD Rates RATES	LTD Rates RATES
Rate	\$0.450	\$0.400	\$0.490	\$0.347
Volume	\$830,716.000	16.000	\$830,716.000	\$830,716.000
Total Monthly Cost	\$3,738.22	\$3,322.86	\$4,070.51	\$2,882.58
Percentage Change from Current	-11%	%	8.89%	-22.89%

Critical Illness Marketing Results



)	
			Current				Proposal			Proposal	osal			Proposal	
			Colonial			2	Mutual of Omaha	E 4		Sun Life	life				
		Crit	Critical Illness	v		ັ້ວ	Critical Illness	s		Critical Illness	Illness		٥	Critical Illness	ø
Benefits															
Employee Benefit Options		\$1	\$15,000 flat			\$5,000	\$5,000 increments up to \$15,000	up to	\$10,00	00 incremer	\$10,000 increments up to \$40,000	000,0	\$10,000	\$10,000 increments up to \$30,000	t up to
Spouse Benefit Maximum			\$7,500			100% of er	100% of employee benefit up to \$15,000	nefit up to	100% of e	employee b	100% of employee benefit up to \$40,000	\$40,000	100% of	100% of employee amount	amount
Child Benefit Maximum			\$3,750			Up to 25% ul	Up to 25% of employee benefit up to \$4,000	e benefit	Up to 5	0% of employed \$20,000	Up to 50% of employee benefit up to \$20,000	t up to	100% of	100% of employee amount	amount
Covered Medical Conditions (Not Limited To)															
Heart attack (Myocardial Infarction)			100%				100%			100%	%(100%	
Severe Stroke			100%				100%			100%	%(100%	
End-stage renal failure			100%				100%			100%	%(100%	
Major organ failure			100%				100%			100%	%(100%	
Occupational infectious HIV or occupational infectious hepatitis B, C or D			100%			2	Not included			100%	%(100%	
Coronary artery bypass graft surgery/disease			25%				%09			722%	%		50% n	50% major, 10% minor	ninor
Diagnosis of cancer		No	Not Covered				100%		100% for	invasive, 25% fo 5% for skin	100% for invasive, 25% for non-invasive, 5% for skin		100% for ir invasiv	100% for invasive, 25% for non- invasive, \$500 for skin	6 for non- skin
Health screening benefit (per calendar year)			\$50				\$50			\$50	0.			\$50	
Rate Guarantee							2 Years			3 Year	ear				
Monthly Bates Bor \$1 000)	Colonial			Mut	Mutual of Omaha	ıha		Sun Life	Life			MUNU	
Benefit		Crit	Critical Illness	S		Cr	Critical Illness	S		Critical Illness	Illness		ວັ	Critical Illness	S
	Age EF	EE Only	EE+SP	EE+CH	FAM	Age	EE +CH	EE+SP	Age	EE Only	Spouse	Child	Age	EE+CH	EE+SP
		\$2.12	\$2.65	\$2.20	\$3.30	<30	\$0.94	\$0.94	<25	\$0.50	\$0.50	\$0.08	<25	\$0.45	\$0.45
		\$2.80	\$4.20	\$2.88	\$4.35	30-39	\$1.08	\$1.08	25-29	\$0.54	\$0.54		25-29	\$0.55	\$0.55
		\$3.92	\$5.94	\$4.08	\$5.42	40-49	\$1.49	\$1.49	30-34	\$0.62	\$0.62		30-34	\$0.63	\$0.63
		\$5.50	\$8.18	\$5.58	\$7.68	20-59	\$2.42	\$2.42	35-39	\$0.81	\$0.81		35-39	\$0.76	\$0.76
	45-49	\$7.38	\$11.18	\$7.53	\$10.68	69-09	\$4.48	\$4.48	40-44	\$1.09	\$1.09		40-44	\$0.95	\$0.95
		\$9.85	\$15.08	\$9.92	\$14.65	20-79	\$8.01	\$8.01	45-49	\$1.48	\$1.48		45-49	\$1.24	\$1.24
		\$12.40	\$19.20	\$12.48	\$18.70	80-99	\$11.92	\$11.92	50-54	\$2.36	\$2.36		50-54	\$1.59	\$1.59
		\$15.55	\$24.22	\$15.63	\$23.73				55-59	\$3.07	\$3.07		55-59	\$2.11	\$2.11
	8 02-29	\$18.85	\$28.50	\$19.00	\$28.00				60-64	\$3.66	\$3.66		60-64	\$3.35	\$3.35
									62-69	\$4.78	\$4.78		62-29	\$4.48	\$4.48
									70-74	\$6.35	\$6.35		70-74	\$6.11	\$6.11
									>75	\$8.66	\$8.66		75-79	\$8.58	\$8.58
									All Age			\$0.08	80-84	\$11.91	\$11.91
													85+	\$17.81	\$17.81





	Current	Proposal	Option 2	Option 2	Proposal
	Colonial	Mutual of Omaha	Sun Life	Sun Life	MONO
	Hospital	Hospital	Hospital Low	Hospital High	Hospital
Covered Benefits (Not Limited To)					
Hospital Admission (Once Per Year)	\$2,000	\$1,000	\$500	\$1,000	\$1,000
Daily Hospital Confinement	Y/N	\$100	\$100	\$200	\$100
ICU Admission (Once Per Year)	Y/N	\$2,000	\$1,000	\$2,000	\$1,000
Daily ICU Confinement	Y/N	\$200	\$100	\$200	\$100
Health screening benefit (per calendar year)	None	\$50	\$50	\$50	\$50
Pre-Existing Condition Limitation	12 months / 12 months	12 months/12 months	Not included	Not included	12 months/12 months
Rate Guarantee		2 Years			
O PO CONTRACTOR	Colonial	Mutual of Omaha	Sun Life	Sun Life	MUNU
Monthly rates	Hospital	Hospital	Hospital Low	Hospital High	Hospital
Employee Only	Age-banded	\$20.47	\$15.12	\$23.47	\$15.05
Employee + Spouse	Age-banded	\$45.86	\$27.73	\$45.27	\$29.65
Employee + Children	Age-banded	\$28.14	\$23.42	\$37.47	\$21.42
Family	Age-banded	\$56.28	\$36.03	\$59.27	\$36.02

Colonial A	Colonial Age-Banded Rates	Rates		
17-49	\$15.15	\$27.60	\$23.64	\$36.08
50-59	\$20.12	\$39.62	\$28.62	\$48.11
60-64	\$26.34	\$53.98	\$34.83	\$62.48
62-38	\$34.35	\$70.90	\$42.84	\$79.40





	Current	Proposal	Proposal	Proposal	Proposal
	Colonial	Mutual of Omaha	Sun Life	Sun Life	MONO
	Accident	Accident	Standard Accident	Enhanced Accident	Accident
Monthly Rates					
Employee Only	\$8.62	\$9.37	\$8.15	\$11.78	\$10.93
Employee + Spouse	\$13.84	\$15.03	\$12.62	\$19.67	\$19.40
Employee + Children	\$15.80	\$18.75	\$14.93	\$23.58	\$24.01
Family	\$20.95	\$25.37	\$19.40	\$31.47	\$32.48



Recommendations

Taking the guesswork out of CareerSource Hillsborough Pinellas' options to achieve your goals.

HUB Recommendations









 Move life and disability to UNUM at negotiated rates for an overall decrease in cost of \$44,053

Dental and Vision

Move medical with United

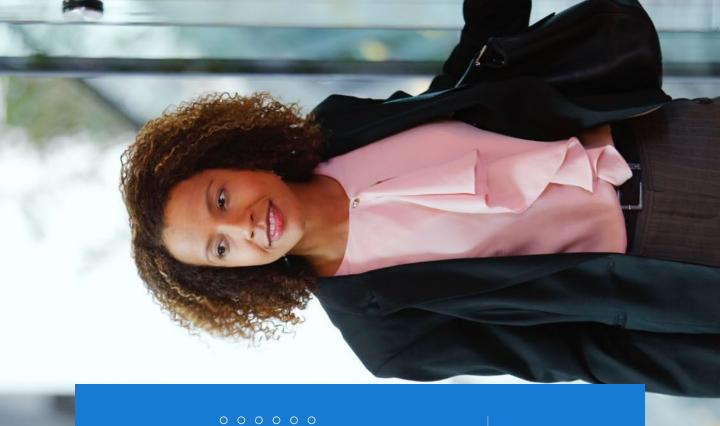
Medical

Healthcare at 0.06%, which yields an annual

increase of \$907

Move dental and vision to UNUM at -18%, which yields an annual savings of \$14,674



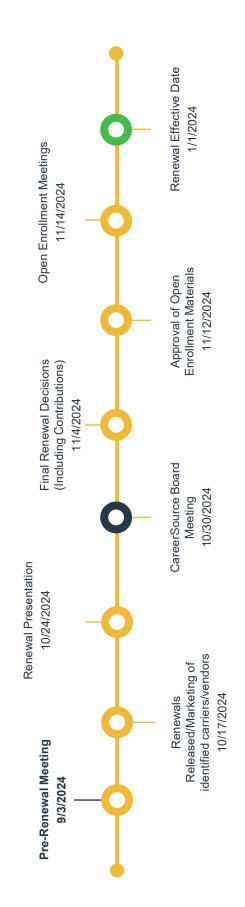


Next Steps

Laying out the roadmap from today through Open Enrollment.







Thank you.



Action Item 401(K) Plan Change to Safe Harbor Plan

Background

CareerSource Hillsborough Pinellas (CSHP) offers a Defined Contribution 401(k) Plan where CSHP may decide to make a discretionary matching or discretionary nonelective employer contribution on behalf of all eligible participants. Effective 1/1/2022, all new participants to the plan were subject to a 1% automatic deferral contribution rate unless otherwise elected. Each participant has a nonforfeitable right to 100% of the value of his or her contributions. A participant is also 100% vested in the employer contribution upon reaching 1 year of service. In addition, the plan requires annual Non-Discrimination testing to maintain its tax-qualified status.

Information

Converting from a Traditional 410(k) Plan to a Qualified Automatic Contribution Arrangement (QACA) Safe Harbor Plan will eliminate the need to conduct annual Non-Discrimination testing and Top Heavy testing and allow Highly Compensated Individuals to fully contribute to the 401(k) plan within IRS guidelines.

Requirements	Qualified Automatic Contribution Arrangement (QACA) Safe Harbor Plan
QACA Safe Harbor Nonelective Contribution	5%
Automatic Deferral Contribution Rate (unless otherwise elected) – existing and new participants	3%
Discretionary match ability?	Yes, with the following limitations: cannot match deferrals over 6%, and it cannot be a total match of more than 4%
Vesting	One Year
Annual Non-Discrimination Testing: Actual Deferral Percentage (ADP) and Actual Contribution Percentage (ACP)	 Not required <u>unless</u> one of the following conditions applies: Salary deferrals are subject to shorter eligibility requirements than safe harbor contributions. A match that's not exempt from the ACP test is made by the employer. Voluntary (after-tax) contributions are made by participants.
	30

Requirements	Qualified Automatic Contribution Arrangement (QACA) Safe Harbor Plan
Annual Testing: Top Heavy Testing	 Not required <u>unless</u> one of the following conditions apply: Salary deferrals are subject to shorter eligibility requirements than safe harbor contributions. A profit-sharing contribution (including a forfeiture reallocation) is made by the employer. A match that's not exempt from the ACP test is made by the employer. Voluntary (after-tax) contributions are made by participants.
Notification	Notification to participants required by November. 1, 2024.

Recommendation:

Approval to convert existing 401(k) plan to a QACA Safe Harbor Plan effective January 1, 2025.



Action Item Ex-Offender/Returning Citizen Workforce Training Program Agreement

Background

On February 1, 2023, the Hillsborough County Board of County Commissioners (BOCC), approved an Agreement between Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Tampa Bay (LWDB) and Hillsborough County for the Ex-Offender/Returning Citizen Workforce Training Program (the Program) for the period April 1, 2023 to September 30, 2024 in an amount not to exceed \$300,000.

Hillsborough County believes (1) it to be in the public interest for the LWDB (NKA CareerSource Hillsborough Pinellas) to continue to provide operational and support services for an exoffender/returning citizen workforce training and job placement services program for the residents of Hillsborough County who are desirous of such services; and (2) enter into an Agreement with the LWDB to provide said services.

The LWDB partnered with Abe Brown Ministries for the provision of Ex-Offender/Re-entry Services to implement the Career Advancement and Reintegration Education (CARE) program. The CARE collaboration provides local investment that strengthens our ability as a community to provide interventions that stabilize the lives of returning citizens so that they can focus on sobriety, good health, training, employment, personal growth, and self-sufficiency. The CARE program had impactful outcomes that show strong employment outcomes, retention, and wage impact for participants. Key results include:

- **41 Enrollments** in the Program.
- 119 individuals received an overview of services offered by the LWDB and were enrolled in the Wagner-Peyser universal program.
- **61% of enrollments** resulted in participants gaining employment.
- The average employment wage for participants was \$15.48 per hour.
- 44% of those employed reached the 3-month retention milestone.

Information

The Agreement shall be effective upon execution by both parties and shall cover services provided from October 1, 2024, until September 30, 2025, in an amount not to exceed \$150,000. Under this Agreement, the LWDB will continue to provide Program management and administrative services and, partner with a qualified community-based organization(s) who currently serves this population to identify and provide program participants services such as housing, healthcare, employment assistance, food stability, and education, work readiness and employability skills training and preparation to return to work and link the individual to gainful full-time employment.

Recommendation: Staff recommends approval of the Ex-Offender/Returning Citizen Workforce Training Program Agreement, subject to review of the Agreement as to form and legality by CSHP's General Counsel.

AGREEMENT BY AND BETWEEN HILLSBOROUGH COUNTY, AND

TAMPA BAY WORKFORCE ALLIANCE, INC., D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS

THIS AGREEMENT ("Agreement") is entered into by and between HILLSBOROUGH COUNTY, a political subdivision of the State of Florida, located at 601 E. Kennedy Boulevard, Tampa, Florida 33602 ("County") and TAMPA BAY WORKFORCE ALLIANCE, INC., d/b/a CareerSource Hillsborough Pinellas, a Florida non-profit Corporation, headquartered at 4350 West Cypress Street, Suite 875, Tampa, FL 33607, ("Agency").

RECITALS

WHEREAS, the County believes it to be in the public interest to provide operational and support services for an ex-offender/returning citizen workforce training and job placement services program through the Agency for the residents of Hillsborough County who are desirous of such services: and

WHEREAS, the ex-offender/returning citizen workforce training and job placement services program raises interest in and awareness of employment opportunities in Hillsborough County and prepares participants for employment; and

WHEREAS, the County has examined the services and/or facilities of the Agency, and has determined that the Agency provides the facilities and/or services needed by the exoffender/returning citizen residents of Hillsborough County; and

WHEREAS, the County has determined that the best interests of its citizens will be served by entering into an Agreement with the Agency for the furnishing of services and/or facilities provided by the Agency.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Agency agree as follows:

ARTICLE 1 Recitals

The aforesaid recitals are true and correct and are incorporated herein by reference.

ARTICLE 2 Scope of Service

The Agency shall provide the services described in Exhibit "A", Scope of Services, attached hereto and incorporated herein by reference.

ARTICLE 3 Term of Agreement

This Agreement shall be effective upon execution by both parties and shall cover services provided from October 1, 2024, until September 30, 2025 ("Term"), unless sooner terminated in accordance with this Agreement.

ARTICLE 4 Consideration and Payment

For its performance under this Agreement as described in Exhibit "A" and other applicable terms under this Agreement, the Agency will receive funds from the County, on a reimbursement basis, in an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000) for the Term.

Payments will be made in accordance with the procedures specified in Exhibit "B", Method of Payment, and Exhibit "C", Request for Payment Form, both of which are attached hereto and incorporated herein by reference. The Agency shall submit program performance report(s) in accordance with Exhibit "D", Program Performance Report, attached hereto and incorporated herein by reference, with all payment requests.

The source of funding for this Agreement is the County's General Operating Funds and does not include any State or Federal funds.

ARTICLE 5 Payment and Reporting Requirements

Expenditure and Payment of funds shall be made in accordance with the Method of Payment as identified in Exhibit "B", attached hereto and incorporated herein, and Exhibit "C", attached hereto and incorporated herein. County shall review and approve the Agency's Method of Payment submission for conformance with this Agreement. The County shall not reimburse the Agency for unallowable expenses.

If the Agency fails to perform any obligation hereunder, County may withhold or adjust the amount of payments due under the Agreement until all obligations are met. The total amount of funding available may also be adjusted as a result of reductions in the level of funding available to the County, and as a result of programmatic changes and budgetary revisions agreed to by the parties. If the Agency fails to provide the services required to be performed under this Agreement, all rights to payment are forfeited.

The County may not honor a late request for payment and will not be liable for non-payment of a late request. The Agency shall submit its final Request for Payment Form, Program Performance Report Form, attached hereto as Exhibit "D" and incorporated herein, and any other required reports within 30 days of the termination or expiration of this Agreement. The County agrees to be bound by the applicable provisions of the Florida Prompt Payment Act, Florida Statutes Sections 218.70., et seq., in connection with this Agreement.

ARTICLE 6 Maintenance and Review of Records

The Agency and its subcontractors providing any of the services required to be performed or provided under this Agreement shall maintain adequate records and accounts, including but not limited to property, personnel and financial records, and supporting documentation to assure a proper accounting of all funds received in connection with this Agreement for a period of three (3) years from the date of final payment of such funds to the Agency, or the termination of this Agreement, whichever occurs later, or such longer period as required by law. (Such three-year or longer period is hereinafter referred to as the "Audit Period"). The County and its authorized agents shall have the right, and the Agency, and its subcontractors, as applicable, will permit the County and its authorized agents, including but not limited to, the County Internal Auditor, to examine all such records, accounts and documentation and to make copies thereof, and excerpts or transcriptions therefrom, and to audit all contracts, invoices, materials, accounts and records relating to all matters covered by this Agreement, including but not limited to personnel and employment records during the Audit Period. All such records, accounts and documentation shall be made available to the County and its authorized agents for audit, examination or copying purposes at any time during normal business hours and as often as the County may deem necessary during the Audit Period. The County's right to examine, copy and audit shall pertain likewise to any audits made by any other agency, whether local, state or federal. The Agency shall insure that any such subcontractor shall recognize the County's right to examine, inspect and audit its records, accounts and documentation in connection with its provision of services required to be provided by the Agency under this Agreement. If an audit is begun by the County or other agency, whether local, state or federal, during the Audit Period, but is not completed by the end of the Audit Period, the Audit Period shall be extended until audit findings are issued. This Article 6 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 7 Financial Reports and Program Reporting Requirements

The Agency shall submit to the County within one hundred and eighty (180) days after the end of the Agency's fiscal year, and otherwise upon request by the County, audited financial statements, which must comply with Generally Accepted Accounting Principles (GAAP), covering the entire Term of this Agreement. If the Agency fails to provide its audited financial statements within the 180-day time period referenced above, then, the Agency shall be in default of the Agreement. Notwithstanding the foregoing, the County may grant the Agency an extension of the 180-day time period to provide its audited financials, but such extension shall be solely at the County's discretion.

ARTICLE 8 Legally Required Statement and Provisions Regarding Access to Records

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that the Agency has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the

Agency is acting on behalf of the County as provided under section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the CSHP. As stated below, the Agency may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Agency is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Agency advice regarding its legal rights or obligations.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

- i) 813-273-3684
- ii) PetrovicJ@HCFLGov.net
- iii) Jaksa Petrovic, Director, Economic Development Department 601 E Kennedy Blvd, 20th Floor, Tampa, Florida 33602

If under this Agreement, the Agency is providing services and is acting on behalf of the County as provided under section 119.011(2), Florida Statutes, the Agency will comply with public records law, and agrees to:

- i) Keep and maintain public records required by the County to perform the services.
- ii) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Contract if the Agency does not transfer the records to the County.
- Upon completion of the Agreement, transfer at no cost to the County, all public records in possession of the County or keep and maintain public records required by the County to perform the service. If the Agency transfers all public records to the County upon completion of the Contract, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of the Contract, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the Agency to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Contract by the County.

ARTICLE 9 Indemnification

To the extent not otherwise limited by applicable law, the Agency shall indemnify, hold harmless, and defend the County and the Hillsborough County Board of County Commissioners ("BOCC"), and the respective agents and employees of the County (all of the foregoing shall hereinafter collectively be referred to as the "Indemnified Parties") from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees at the trial and all appellate levels, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by the Agency, its agents, subcontractors, assigns, heirs, and employees during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to any of the Indemnified Parties on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against any of the Indemnified Parties by any employee of the Agency, any subcontractor, heir, assign, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Agency or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Nothing herein shall be construed to extend any party's liability beyond that provided for in Section 768.28, Florida Statutes. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 10 Equal Opportunity: Non-Discrimination Clause

The Agency shall comply with Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

The Agency shall also comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are attached hereto as Exhibit "E" and incorporated herein.

ARTICLE 11 Political Endorsement Prohibition

Pursuant to BOCC Policy No. 02.12.00.00, the Agency shall not engage, participate or intervene in any form of political activities or campaign on behalf of, or in opposition to, any candidate for public office.

ARTICLE 12 Conflict of Interest

The Agency represents that it presently has no interest, and shall acquire no such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity, or incur any obligation of any nature which would impede or conflict in any manner with the performance of the scope of service required hereunder.

The Agency warrants to the County that no gifts or gratuities have been or will be given to any County employee or agent, either directly or indirectly, in order to obtain this Agreement.

ARTICLE 13 Compliance With Applicable Laws

The Agency shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder including, but not limited to, the Health Insurance Portability and Accountability Act ("HIPAA"), as amended.

ARTICLE 14 Drug Free Workplace

The Agency shall administer, in good faith, a policy designed to ensure that the Agency is free from the illegal use, possession, or distribution of drugs or alcohol.

ARTICLE 15 Public Entity Crimes

The Agency hereby represents and warrants that it has not been convicted of a public entity crime and that it is not on the State of Florida's convicted vendor list. The Agency also represents that it is not prohibited from entering into this Agreement by Section 287.133, Florida Statutes.

ARTICLE 16 Termination of Agreement

In addition to the exercise of any other remedies available to it at law or in equity, the County may terminate this Agreement for the Agency's non-performance, as solely determined by the County, upon no less than twenty-four (24) hours written notice to the Agency.

The County also may terminate this Agreement without cause upon thirty (30) days prior written notice to the Agency. In the event of termination by the County hereunder, the Agency shall not

incur any new obligations after notification of the effective date of termination. The County shall pay the Agency for services undertaken by the Agency prior to the effective date of the termination. Any costs incurred by the Agency after the effective date of the termination will not be reimbursed.

ARTICLE 17 <u>Headings</u>

Article headings have been included in this Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of the Agreement.

ARTICLE 18 Waiver

A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE 19 Additional Rights and Remedies

Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

ARTICLE 20 Order of Precedence

In the event of any conflict between the provisions of this Agreement and the Exhibits, then the provisions of the Agreement shall take precedence over the provisions of the Exhibits.

ARTICLE 21 Governing Laws; Venue

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and venue shall be in Hillsborough County, Florida.

ARTICLE 22 Severability

In the event any section, sentence, clause, or provision of this Agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

ARTICLE 23 Survivability

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

ARTICLE 24 Third Party Beneficiaries/Independent Contractor

This Agreement is for the benefit of the County and the Agency. No third party is an intended beneficiary so as to entitle that person to sue for an alleged breach of this Agreement. Agency acknowledges and agrees that it is acting as an independent contractor in performing its obligations hereunder and not as an agent, officer or employee of the County.

ARTICLE 25 Modifications

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement only may be amended or extended by a written instrument executed by the County and the Agency expressly for that purpose.

ARTICLE 26 <u>Assignment</u>

This Agreement may not be assigned or subcontracted in whole or in part without the prior written consent of the County.

ARTICLE 27 Notices

All notices required or permitted to be given by a party under this Agreement shall be in writing and be sent to the other party by United States certified mail, return receipt requested, overnight delivery service or personal delivery with signature verification, and shall be addressed as follows:

A. COUNTY:

Jaksa Petrovic, Director Economic Development

To the following address for U.S. mail: Post Office Box 1110 County Center – 20th Floor Economic Prosperity Tampa, Florida 33601 – 1100 And to the following address for overnight delivery service, certified mail or personal delivery: County Center – 20th Floor Economic Development Department 601 E. Kennedy Boulevard Tampa, Florida 33602

B. AGENCY

Ms. Sheila Doyle, Co-Interim CEO & CFO CareerSource Hillsborough Pinellas 4350 West Cypress Street, Suite 875 Tampa, FL 33607

Telephone: (813) 397-2077

Email: doyles@careersourcehp.com

Any notice sent in accordance with this Article shall be deemed given two (2) days after deposit in the U.S. Mail, if sent by certified mail, return receipt requested, overnight delivery service or personal delivery. The act of refusal by a party of delivery of a notice sent in accordance with this Article shall be deemed acceptance of such notice by such party. Either party may change its notice address at any time by providing to the other party a notice of that change sent in conformance with the requirements of this Article 27.

ARTICLE 28 Fiscal Non-Funding Clause

This Agreement is subject to funding availability. In the event sufficient budget funds to fund this Agreement become reduced or unavailable, the County shall notify the Agency of such occurrence, and the County may terminate this Agreement, without penalty or expense to the County, upon no less than twenty-hours (24) hours written notice to the Agency. The County shall be the final authority as to the availability of funds and how available funds will be allotted. If this Agreement is funded in whole or in part by Federal or state dollars which are reduced or become unavailable, the County shall notify the Agency of such occurrence and the County may terminate this Agreement, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the Agency.

ARTICLE 29 Project Publicity

Pursuant to the BOCC Policy No. 10.04.00.00, any news release or other type of publicity pertaining to the services performed by the Agency pursuant to this Agreement must recognize the contribution of the County. The Agency being a not-for-profit corporation receiving public funding or non-monetary contributions through the County shall recognize the County for its contribution in all promotional materials and at any event or workshop for which County funds are allocated. Any news release or other type of publicity must identify the County/BOCC as a funding source. In written materials, the reference to the County must appear in the same size letters and font type as the name of any other funding sources.

ARTICLE 30 Electronic Signatures Authorized

The parties agree that this Agreement and all documents associated with the transaction contemplated herein may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

ARTICLE 31 E-Verify Requirement

To comply with Executive Order 12989 (as amended, the State of Florida Executive Order No. 11-116 and Section 448.095(2), Fla. Stat., the Agency agrees to utilize the U.S. Department of Homeland Security's E-Verify System (https://e-verify.uscis.gov/emp) to verify the employment eligibility status of all new employees hired by the Agency during the term of the Agreement. If the Agency enters into a contract with a subcontractor for the services to be provided hereunder, the subcontractor must provide the Agency with an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien, a copy of which at1idavit(s) shall be maintained by the Agency for the duration of the Agreement or longer as provided in Article 6.

ARTICLE 32 Restriction on Funding for Identification

Awardee is prohibited from using any funds paid by the COUNTY under this Agreement to provide funds to any person, entity, or organization to issue or secure identification documents to or for any individual who does not provide proof of lawful presence in the United States.

ARTICLE 33 Prohibition Against Economic Incentives for Foreign Entities

Pursuant to Section 288.0071, F.S, as a condition of this Agreement, the Agency is required to provide an executed affidavit (in the form attached hereto as Exhibit F) signed under penalty of perjury verifying that the Agency is not a foreign entity or a foreign country of concern such as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro or the Syrian Arab Republic with whom the County is prohibited from contracting with under Florida law.

ARTICLE 34 Entire Agreement

The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein.

IN WITNESS WHEREOF, the Agency and the County respectively, have caused this Agreement to be executed by their duly authorized representatives.

ATTEST: Cindy Stuart Clerk of the Court	HILLSBOROUGH COUNTY:		
By: Deputy Clerk	By: Chair, Board of County Commissioners		
Date	Date		
Approved as to Form and Legal Sufficiency:			
By:Assistant County Attorney			
	AGENCY: TAMPA BAY WORKFORCE ALLIANCE, INC., D/B/A CAREERSOURCE HILLSBOROUGH PINELLAS		
	By: Chair, Board of Directors CareerSource Hillsborough Pinellas		
	Date		
	BOCC Document Number:		

ACKNOWLEDGMENT OF AGREEMENT

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknow	ledged before me by	means of \square physical presence or \square online
notarization this day of	, 	, 2024, by
·		Name and Title of Officer or Agent
of(Name of Corporation/Grantee)	_, a(State of Incorpor	corporation on behalf of the Corporation.
He/she is personally known to me or h	nas produced:	
		(Type of Identification)
Signature of Notary		
Name of Notary Typed, Printed or Sta	mped	
Title or Rank		
Date		
(Commission Expiration Date)		

EXHIBIT A SCOPE OF WORK

AGENCY: <u>CareerSource Hillsborough Pinellas</u>

PROGRAM: Ex-Offender/Returning Citizen Workforce Training Program

PRIMARY GOAL: To provide operational and support services for the delivery of workforce training and placement services to Hillsborough County ex-offenders/returning citizens to develop a pipeline of talent with foundational employability skills and aptitude to obtain employment. These citizens may not have sufficient levels of workforce skills or experience to competitively re-enter the workforce in today's economy. The Program will introduce participants to the skills and traits necessary to improve their employability and raise their interest in and awareness of career opportunities within Hillsborough County, as well as engage employers in providing employment opportunities for ex-offenders/returning citizens.

PART I – Scope of Services

The Agency shall provide the following approved Scope of Services on which the County funding is based.

The Agency will provide the following deliverables:

1) Management & Administration

Up to \$150,000

Services to be provided: Provide up to twelve (12) Units of Service. A "Unit of Service" is defined as one (1) month of Program delivery or operational support by the Agency. The Unit of Service rate of pay is Twelve Thousand Five Hundred Dollars (\$12,500) during the Term. The not-to-exceed total amount is One Hundred Fifty Thousand Dollars (\$150,000) during the Term.

The Agency will provide the following services:

The Agency will deliver a workforce training and job placement services program (Program) for Hillsborough County ex-offenders/returning citizens to develop a pipeline of talent with foundational employability skills and aptitude to obtain employment. The Program will serve as a resource for ex-offenders/returning citizens to increase their employability by providing them training, resources, tools, and support services to overcome barriers to employment and successfully transition into employment. Eligible Program participants are exempt from the age requirements established for the Apprenticeship to Career Empowerment (ACE) Program, should they participate in that program.

Management and administrative services shall include, but not be limited to, overseeing staff and day-to-day operations, serving as the first point of contact for Program participants, negotiation of contracts related to Program implementation, providing centralized operations and procedures for delivery of services, and submitting reimbursement requests and performance reports. More specifically, the costs associated with direct and indirect staff shall include, but not be limited to: Finance staff to process invoices, manage budget and forecasting, reporting requirements; and

Program and Contract staff to recruit participants, enroll in services, facilitate documentation for eligibility, enrollment, participant management.

The Agency will connect Program participants to employment assistance services, which includes but is not limited to, work readiness and employability skills training; financial literacy supports; career pathway guidance and skill development resources; including digital literacy and internet access supports; placement services; mentoring; and enrollment into the Employ Florida online employment assistance system. Employ Florida is the Agency's online tool specifically designed to help connect employers and job seekers and is another tool of their network of workforce services and resources. Enrolled participants will be able to search for a job and apply online, post a resume, research labor market information and trends, and find information on employers that may be of interest to them.

The Program will be supported in partnership with qualified community-based organizations currently serving this population which will help identify candidates, facilitate training, and engage corporate and private sector employers to participate. Critical outcomes of the Program include providing participants with opportunities for occupational skills training, job placement with a local employer, and industry-recognized certifications, where appropriate.

The Agency shall maintain the necessary back-up information to document the delivery of the services. An Exhibit D, Program Performance Report form, attached hereto and incorporated herein, shall be submitted with each Exhibit C, Request for Payment form, attached hereto and incorporated herein. The Exhibit D, Program Performance Report form, must provide the project details for each period to document the progress in delivering the services and include: list of participants served and services provided, participants home address, participants employment status, participants Employ Florida enrollment status, training provider name and address (if applicable), employer name and address (if applicable), supporting documentation (certificates of completion, etc.), and immediate outcomes when possible. Since there may be a lag in compiling information for each Program Performance Report, the latest available data for each reporting period will be acceptable during the Term.

A Final Program Performance Report is due within thirty (30) days after the end of the Term, or termination, of this Agreement, outlining the Agency's efforts, accomplishments, deliverables, benchmarks, performance measures and results covering the Term.

The County reserves the right to request any additional documentation necessary to document the residency of participants in the Agency's programs for which payment is being sought.

PART II – Total Consideration

For its performance under this Agreement, the Agency will receive funds from the County, on a reimbursement basis not-to-exceed One Hundred Fifty Thousand Dollars (\$150,000) during the Term. Notwithstanding the foregoing, if the Agency fails to submit proper Request for Payment forms up to \$150,000 for the Term of this Agreement, then, any remaining portions thereof which the County has not disbursed to the Agency shall not be available for reimbursement.

If the County determines, through its inspection or review, that the Agency has performed, or is performing fewer than the total agreed upon Units of Service, the total consideration paid to the Agency shall be subject to a pro-rata reduction.

The County shall reimburse the Agency for the amount set forth in the proper Request for Payment Form up to the Unit Rate. If the invoiced amount is more than the Unit Rate and is supported by the appropriate documentation and the Agency has not been reimbursed for the entire Unit Rate in a previous period, the County shall reimburse the Agency for the amount that is set forth in the proper Request for Payment Form up to the amount that is reimbursable for the current Unit Rate and any unreimbursed amount for the Unit Rate in previous periods.

In addition to the BOCC Policy No. 10.04.00.00, that any news release or other type of publicity pertaining to the services performed by the Agency pursuant to this Agreement must recognize the contribution of the BOCC, any project announcement or publicity event resulting from efforts of the Agency, will be planned in cooperation with the County's Economic Development and Communications Departments for purposes of coordinating County's official County protocol and public recognition. Prior notification to these two Departments for such events will be no less than fifteen (15) working days whenever possible.

Although, not required in this Agreement, the County would be interested in any customer satisfaction surveys or information regarding the delivery of services funded by this Agreement which helps in identifying best practices or improving the services.

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EXHIBIT B METHOD OF PAYMENT

AGENCY: <u>CareerSource Hillsborough Pinellas</u>

PROGRAM: <u>Ex-Offender/Returning Citizen Workforce Training Program</u>

Funding in accordance with agreed to amounts will be made upon receipt of a completed Request for Payment Form, Exhibit "C", and Program Performance Report, Exhibit "D". No modifications to the budget shall be funded unless prior written approval has been granted by the County Administrator, or designee. In no event, however, shall payments to the organization exceed \$150,000. However, all funding under this Agreement is subject to availability and the amount may be reduced. The County shall be the final authority as to the availability of funds and how available funds will be allotted. A current certificate of insurance is required before payment. Individual participant files are to be available for on-site review.

Reimbursement requests may be submitted on a monthly or quarterly basis with proper backup. Reimbursement requests shall not be submitted for a period less than one month. If the County determines, through its inspection or review, that the Agency has performed, or is performing less than the total agreed upon services, payments to the Agency shall be subject to a pro-rata reduction. Performance will be measured by units, if applicable, or on a percentage of primary service goals completed. Payment of the reimbursement request shall be made within fifteen (15) business days after approval of such request by the County.

The County's Fiscal Year commences on October 1st and ends on September 30th of the following calendar year. Invoices with supporting documentation for services delivered between October 1st and September 30th must be received no later than September 30th of each year to allow closeout of the County's Fiscal Year.

No County funds will be expended for the Agency's purchase of equipment, food, beverages or entertainment costs, business memberships or for any event or client services conducted outside of Hillsborough County.

With each request for payment the Agency will provide a Program Performance Report that shall include the project detail report, the list of participants served, participants home addresses, employer name and address, and other information identified in the agreed upon Scope of Services, detailed in Exhibit "A".

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EXHIBIT C REQUEST FOR PAYMENT FORM

HILLSBOROUGH COUNTY ECONOMIC DEVELOPMENT DEPARTMENT P.O. BOX 1110, TAMPA, FLORIDA 33601 (813) 272-6212

AGENCY: <u>CareerSource</u>	Hillsborough Pinelias			
PROGRAM: <u>Ex-Offender/</u>	Returning Citizen Work	force Training Prog	gram_	
REQUEST NUMBER:	MONTH:	AM	10UNT: \$	
FINANCIAL STATUS REI	PORT			
	TOTAL	EXPENDITURES		
BUDGET CATEGORIES		CURRENT REQUEST	YTD REQUESTS	REMAINING BALANCE
Management & Administration (Up to \$12,500 per unit)	n \$150,000			
TOTAL	\$150,000			
Authorized Agency Signatu			Da	
	FOR COUNTY U	======== JSE ONLY		=======
ACCT CODE:		SUPPLIER:		
P.O. #:		APPROVED:		
I verify that Hillsborough County services.	(based upon certification of	Agency Official) has i	received the go	ods and/or
TYPE OF REVIEW	APPRO	VED	D	ATE
FISCAL				
PROGRAMMATIC				
DIRECTOR				

COMMENTS: Payment of the reimbursement request shall be made within fifteen (15) business days after approval of such request by the County.

EXHIBIT D PROGRAM PERFORMANCE REPORT

AGENCY:	CareerSource Hillsborough Pinellas			
PROGRAM:	Ex-Offender/Returning Citizen Workforce Training Program			
REPORT PERIOD: THROUGH				
PERCENTAC	GE OF AGREEMENT COMPLETED:%			
I. ACCOMPLISHMENTS:				
II. PROBLEM	MS:			

III. STATUS REPORT ON PROVISION OF SERVICES: (include report period and year-to-date)

Units of Service Provided	Program Goal	Report Period	Year to Date	% of Goal Completed
Ex-Offender/Returning Citizens Program	12			

IV. OTHER COMMENTS:

SUPPORTING ATTACHMENTS: With each Request for Payment, a Program Performance Report must provide the project details for each period to document the progress in delivering the services. Each Request for Payment shall include the project detail report, the list of participants served, participant's home addresses, employer name and address, and amount paid to each youth.

A Final Program Performance Report will summarize the results of the Program and attach the Payroll Register and Project Detailed Expense reports. The list of the number of youths served shall total no less than the dollar amount requested divided by the Unit Rate. Individual youth files are to be available for on-site review.

INSTRUCTIONS FOR PROGRAM PERFORMANCE REPORT

THE PURPOSE OF THIS REPORT IS TO PRESENT A CONCISE REVIEW SUMMARIZING THE AGENCY'S ACTIVITIES FOR THE COUNTY FUNDED PROGRAM. USE ADDITIONAL PAGES <u>ONLY</u> IF NECESSARY/REQUIRED.

Agency: Provide name of Agency as it appears on your Agreement.

<u>Program</u>: Provide title of the program or general service area as contracted.

Report Period: Identify dates covered by this narrative report. After the first report, begin with

ending date of the previous report.

I. Accomplishments

Highlight significant or major accomplishments in the County funded program during the report period.

II. Problems

Provide a description of the problems that were encountered during this report period which would have a negative impact on the program. Also, provide a plan for a corrective action, to include time of implementation, effect on the program, and indicate if there is a need to modify the program, goals, Agreement or funding.

III. <u>Status Report on Provision of Services, Goals and Objectives (Report period and year-to-date)</u>

Report statistically on program goal achievements for report period and year-to-date total.

IV. Other Comments

Use this section for general remarks regarding Agency, etc. General information to assist in understanding the program's operation and purpose may be included.

With each Program Performance Report, attach details on Performance. See Exhibit "A", Scope of Service, for detailed deliverables, benchmarks and performance measures to be part of each Program Performance Report. Additional Financial Reporting and documentation are detailed in Exhibit "B".

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EXHIBIT E <u>EQUAL EMPLOYMENT OPPORTUNITY</u> APPLICABLE STATUTES, ORDERS AND REGULATIONS*

HILLSBOROUGH COUNTY, FL

- ---- Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.
- ---- Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, disability, or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A. **STATE**
- ---- Florida Constitution, Preamble and Article 1, § 2 protect citizens from being deprived of inalienable rights because of race, religion, national origin, or physical disability.
- ---- Florida Statutes § 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.
- ---- Florida Statutes § 112.043, prohibits age discrimination in employment.
- ---- Florida Statutes § 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.
- ---- Florida Statutes § 448.07, prohibits wage rate discrimination on the basis of sex.
- ---- Florida Civil Rights Act of 1992, Florida Statutes §§760.01 760.11, as amended.
- ---- Florida Statutes §509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability or national origin.
- ---- Florida Statutes §725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for equal services performed.
- ---- Florida Fair Housing Act, Florida Statutes §§760.20 760.37.
- ---- Florida Statutes §760.40, provides for the confidentiality of genetic testing.
- ---- Florida Statutes §760.50, prohibits discrimination on the basis of AIDS, AIDS related complex, and HIV.
- ---- Florida Statutes §760.51, provides for remedies and civil penalties for violations of civil rights.
- ---- Florida Statutes §760.60, prohibits discriminatory practices of certain clubs.
- ---- Florida Statutes §760.80, provides for minority representation on boards, commissions, council, and committees.

FEDERAL

- ---- Section 1 of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, § 1.
- ---- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
- ---- Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071, and the Lilly Ledbetter Fair Pay Act of 2009, P. L. 111-2, 123 Stat. 5.
- ---- Civil Rights Act of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. § 1981.
- ---- Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P. L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.
- ---- Civil Rights Restoration Act of 1987, P. L. 100-259, 102 Stat. 28.
- ---- Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071.
- ---- Equal Opportunity Regulations, 41 CFR § 60-1.4, as amended.
- ---- Standards for a Merit System of Personnel Administration, 5 CFR § 900.601 et seq.
- ---- Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, including 41 CFR § 60-2 (Revised Order 4).
- ---- Rehabilitation Act of 1973, P. L. 93-112, 87 Stat. 355, as amended.
- ---- Interagency Agreement promulgated on March 23, 1973.
- ---- Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.
- ---- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq., P. L. 90-202, as amended.
- ---- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., P. L. 94-135, 89 Stat. 728, as amended.
- ---- Older Americans Amendments of 1975, 42 U.S.C. § 3001 et seq., P. L. 94-135, 89 Stat 713.
- ---- Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., as amended by the ADA Amendments Act of 2008, P. L. 110-325, 122 Stat. 3553.
- ---- Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212, as amended.
- ---- Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- ---- State and Local Assistance Act of 1972, as amended.
- ---- Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.
- ---- Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. §§ 5.100-5.605.
- ---- Executive Order 13673, Fair Pay and Safe Workplaces.

*The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time-to-time, or added to (newly promulgated) from time-to-time, during the term of this contract.

EXHIBIT E (continued)

If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States

EXHIBIT F AFFIDAVIT OF COMPLIANCE

Before me, a notary public, in a			
(Full Name)	id naving first mad	ic due oani oi a	irinitation, states.
1. My name is(Full Name	e)		
2. I am the(Job Title)	of	(Company Name)	
3. The Company was formed in	(Country and State	and is a	(Type of Entity (i.e., LLC., Inc.)
4. I am duly authorized and empthis Affidavit.			
Federation, the Islamic Re Republic of Cuba, the Ver (collectively and individua any other entity of signific 'controlled by' means hav management or policies of contract, or otherwise; or 25 percent or more of the more of its profits is presu b. A partnership, association	the government of the public of Iran, the nezuelan regime of ally, a Foreign Courant control of such that person of the a person or entity voting interests of a med to control the an, corporation, organof or having its printy of such entity.	Democratic Per Nicolás Madurantry of Concern Foreign Country of the power to distribute the through owe that directly or the company of foreign entity; anization, or other control place of	rect or cause the direction of the mership of securities, by indirectly has the right to vote r that is entitled to 25 percent or or her combination of persons business in a Foreign Country
(Signature of Affiant)			
The foregoing instrument was a by(Name of Affiant)	_	re me this	day of,
(Name of Affiant)			
Personally knownOR Produced Identification			
Type of Identification Provided		PRINT, TYPE	E OR STAMP NAME OF NOTARY



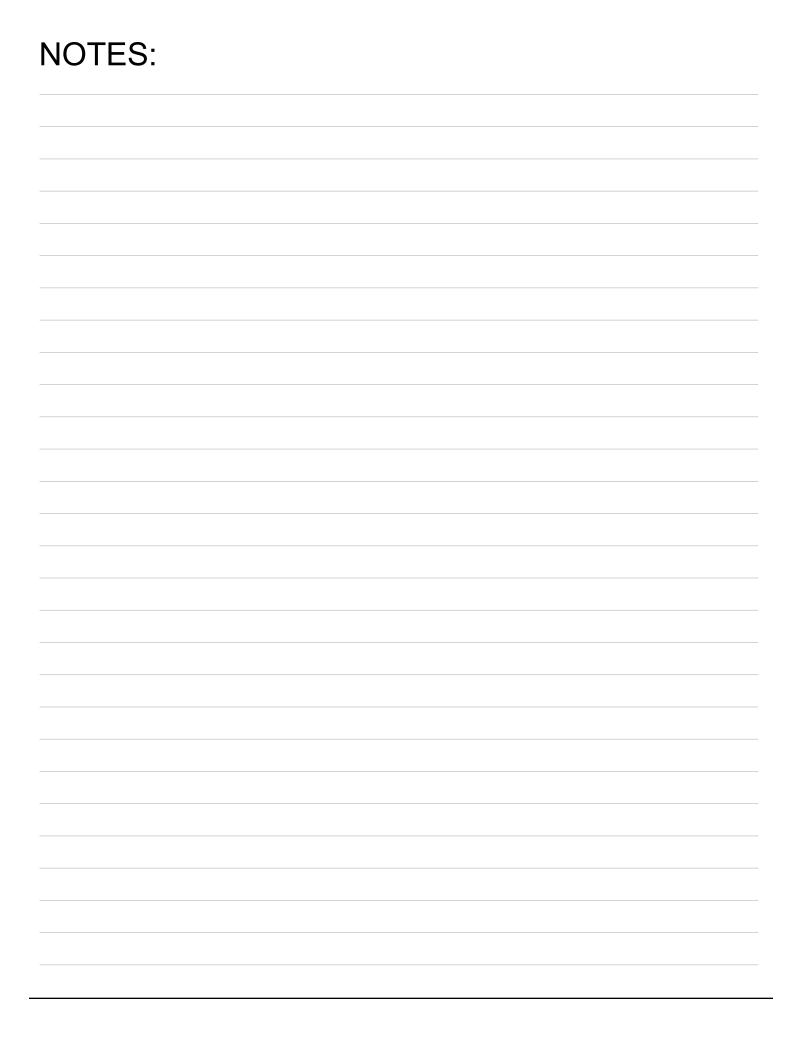
Information Item Advocacy Firm

An Advocacy firm has been used in prior years by both CareerSource Tampa Bay (CSTB) and CareerSource Pinellas (CSPIN). CSHP following its procurement procedures, sought qualified firms to provide a quote and proposal with expertise in government relations, business development, coalition building, communication strategies, and:

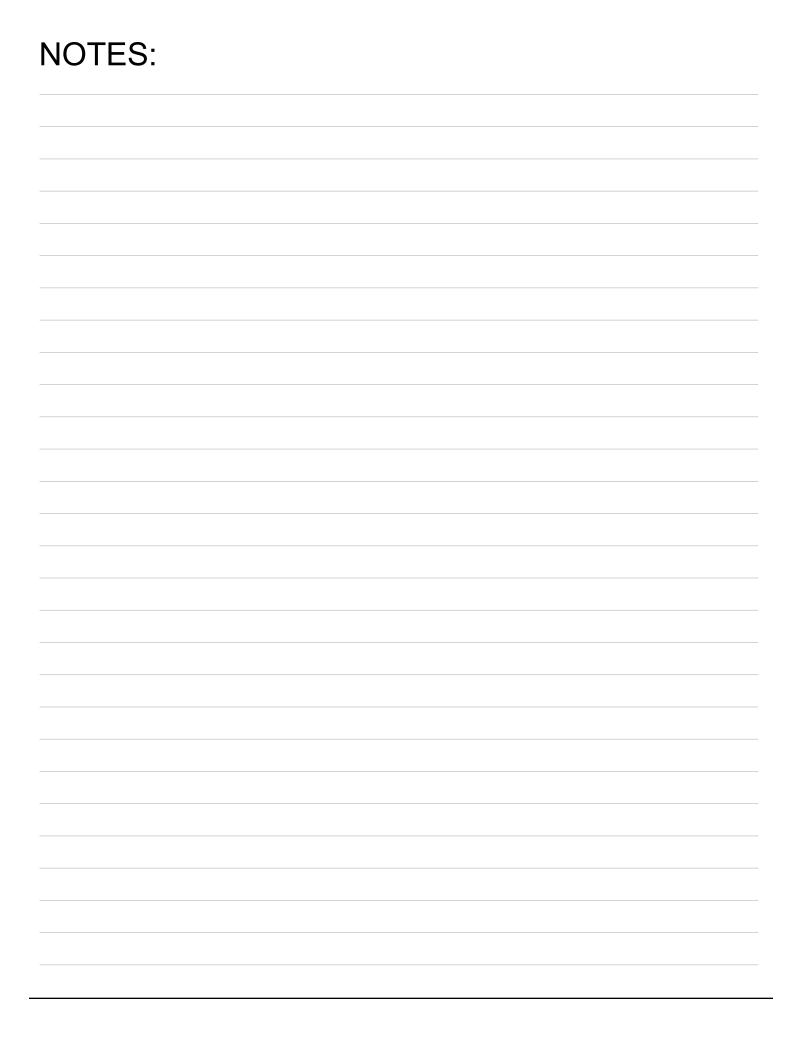
- Possess strong relationships at local (Pinellas County and Hillsborough County), State (Florida), and Federal Government.
- Able to provide access, advocacy, and advice to further advance the financial goals of CareerSource Hillsborough Pinellas (CSHP).
- Serve as CSHP's representative within each level of the government to advocate for legislative policies and the utilization of government funding for the benefit of workforce development.
- When necessary, work with legislative and government officials to ensure workforce needs continue to stay at the forefront.
- Continue to build community (Pinellas County and Hillsborough County) networks to further position and advance CSHP's brand as the premier provider to connect employers with qualified, skilled talent and Floridians with employment and career development opportunities.

Six firms were solicited. One firm (Capital City Consulting) declined as they did not provide federal lobbying services, one firm (Holland & Knight) did not respond to solicitation for services and four firms (Shumaker, Corocan Partners, Southern Group and Ballard Partners) provided a proposal. Each firm brought forth impressive proposals, displaying expertise, experience, and qualifications with annual costs ranging from \$60,000 to \$120,000.

Shumaker, the firm chosen, has been selected as their annual fee is not cost prohibitive and possesses the expertise, experience and qualifications needed by CSHP.











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