

### CareerSource Hillsborough Pinellas Special Board of Directors

CareerSource Hillsborough Pinellas 9215 North Florida Avenue, Tampa FL 33612 2024-06-17 10:30 - 12:00 EDT

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- F. Request to Serve as Direct Provider of Workforce Service
- G. 4-Year Local Plan
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# **Pledge of Allegiance**







# Action Item

# Approval of Agreement between Consortium and CareerSource Hillsborough Pinellas

# Background:

The Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 (WIOA) authorizes expenditures of federal funds for workforce development programs in the areas of the state designated by the Governor as a Local Workforce Development Area (LWDA). Governor DeSantis designated Hillsborough County and Pinellas County as a consolidated multi-jurisdictional LWDA effective July 1, 2024.

The Hillsborough Pinellas Workforce Development Consortium (Consortium), Chief Local Elected Officials (CEOs) for the consolidated multi-jurisdictional area, is the grant recipient of the WIOA funds. The Consortium has appointed the Local Workforce Development Board (LWDB) in accordance with state criteria established under WIOA sec. 107(b) and must also designate a fiscal agent and administrative entity.

## Information:

The Consortium has designated Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Hillsborough Pinellas (Corporation) as the fiscal agent and administrative entity.

The Agreement defines the respective duties and responsibilities of the Consortium as CEOs and Corporation as Administrative Entity and Fiscal Agent for the administration and operation of workforce development programs. It is representative of the Agreements entered by CareerSource Tampa Bay and CareerSource Pinellas with their respective Chief Elected Official when operating as stand-alone LWDBs and prepared in partnership with staff (Hillsborough County, Pinellas County, CareerSource Pinellas, and CareerSource Tampa Bay) and legal (Hillsborough County, Pinellas County, Pinellas County and GreyRobinson).

The Agreement shall be effective from July 1, 2024, through June 30, 2026, and automatically renew for successive two-year periods, from July 1 through June 30, unless otherwise terminated as provided in the Agreement.

**Recommendation:** Approve the Agreement and provide to Hillsborough Pinellas Workforce Development Consortium for their final approval to comply with the state's June 30, 2024 completion date.

#### AGREEMENT BY AND BETWEEN HILLSBOROUGH PINELLAS WORKFORCE DEVELOPMENT CONSORTIUM AND TAMPA BAY WORKFORCE ALLIANCE, INC., d/b/a CAREERSOURCE HILLSBOROUGH PINELLAS, A Florida Non-Profit Corporation

THIS AGREEMENT ("Agreement") is entered into by and between HILLSBOROUGH PINELLAS WORKFORCE DEVELOPMENT CONSORTIUM, located at 601 E. Kennedy Boulevard, 20<sup>th</sup> Floor, Tampa, Florida 33602 and 13805 58th Street North, Suite 1-200, Clearwater, FL 33760 ("Consortium") 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, Florida 33607 ("Corporation").

#### WITNESSETH:

WHEREAS, the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 ("WIOA") authorizes expenditures of federal funds for workforce development programs in areas of the state designated by the Governor as a Local Workforce Development Area ("Local Area"); and

**WHEREAS,** the Florida Workforce Innovation Act of 2000, Chapter 445, Florida Statutes, ("Florida WIA"), further delineates the roles and responsibilities of all parties in the expenditure of federal funds for workforce development programs in such designated areas; and

**WHEREAS,** the WIOA and Florida WIA ("Acts") require the Chief Elected Officials ("CEO") of each designated Local Area to establish a Local Workforce Development Board ("LWDB") and to appoint its members; and

WHEREAS, the Corporation shall be certified as the LWDB for the Local Area, based on the local workforce development board membership requirements described in WIOA sec. 107(b) and 20 CFR 679.320 and for a subsequent certification, the certification shall also be based on the extent to which the Local Area ensures workforce investment activities carried out in the Local Area enabled the Local Area to meet the corresponding performance accountability measures and achieve fiscal integrity as defined in WIOA sec. 106(e)(2); and

WHEREAS, Hillsborough County and CareerSource Tampa Bay previously entered into an Agreement dated June 17, 2020 (20-0565), defining their respective duties and responsibilities for the administration and operation of workforce development programs within the Local Area; and

WHEREAS, Pinellas County and CareerSource Pinellas entered into an Agreement dated June 18, 2004, defining their respective duties and responsibilities, which agreement was subsequently amended; and

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**WHEREAS,** all incorporated and unincorporated areas within Hillsborough County and Pinellas County have been consolidated and designated by the Governor of the State of Florida as the Local Area, as provided by CareerSource Florida, effective July 1, 2024; and

**WHEREAS,** Corporation will perform multiple functions within the Local Area, this Agreement clarifies how Corporation will carry out these functions in accordance with the Acts, demonstrate internal controls and prevent conflicts of interest; and

WHEREAS, the Consortium and Corporation desire to establish an Agreement which defines the scope of this relationship and their respective duties and responsibilities, as provided herein.

**NOW THEREFORE,** in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### ARTICLE I DEFINITIONS

- 1.1 For purposes of this Agreement the following terms shall have the meanings ascribed to them below:
  - (a) "Acts" shall mean and refer to the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 and Florida Workforce Innovation and Opportunity Act of 2000, Chapter 445, Florida Statutes, collectively;
  - (b) "Administrative Entity" shall mean and refer to the entity designated to serve as support staff to the Consortium and the LWDB and to perform duties such as, but not limited to, administration of the Local Area Workforce Plan, responsible for the allocation of funds, the delivery of performance measured against program objectives, making programmatic decisions, assuring program compliance, ensuring funds are spent in accordance with applicable laws, and operation/management of LWDB contracts, subrecipient agreements and the one-stop career center(s);
  - (c) "Board of Directors" or "Board" shall mean and refer to the group of appointees to the LWDB who jointly serve as the governing body of Corporation;
  - (d) Chief Elected Officials ("CEO") shall mean and refer to the "chief elected officials" of the unit of government for the Local Workforce Development Area:
  - (e) "Consortium" shall mean and refer to the group of elected officials appointed by the respective Hillsborough and Pinellas CEOs to act as the chief local elected officials for the designated Region;
  - (f) "Consortium Agreement" shall mean that certain Interlocal Agreement establishing the Consortium between Hillsborough County Board of County Commissioners

(Hillsborough BOCC) and Pinellas County Board of County Commissioners (Pinellas BOCC) as approved by the Pinellas BOCC on November 14, 2023, and the Hillsborough BOCC on November 15, 2023, as it may be amended from time to time;

- (g) "Corporation" or "the Corporation" shall mean and refer to the Tampa Bay Workforce Alliance, Inc. d/b/a/ CareerSource Hillsborough Pinellas;
- (h) "FloridaCommerce" shall mean and refer to the Florida Department of Commerce;
- (i) "Fiscal Agent" shall mean and refer to the entity designated to receive and disburse workforce development funds under a sub-agreement directly with FloridaCommerce. It is responsible and accountable for management of all workforce development funds made available to the Local Area. It may also procure, negotiate, and manage contracts;
- (j) "Florida WIOA" shall mean and refer to the Florida Workforce Innovation and Opportunity Act of 2000, Chapter 445, Florida Statutes;
- (k) "Hillsborough CEO" shall mean and refer to the "chief elected officials" of the Hillsborough County unit of government for the Local Workforce Development Area, which is the Hillsborough Board of County Commissioners;
- (1) "Hillsborough County" shall mean and refer to the Hillsborough County Government Administration and Staff;
- (m)Local Workforce Development Area ("Local Area") shall mean and refer to a jurisdiction for the administration of workforce development activities and execution of adult, dislocated worker, and youth funds allocated by the State. A jurisdiction must be designated as a Local Area by the Governor in order for the jurisdiction to receive adult, dislocated worker, and youth funding under Title I, subtitle B of WIOA;
- (n) Local Workforce Development Board ("LWDB") members shall mean and refer to the appointees by the Consortium who, in partnership with the Consortium, set workforce development policy for the portion of the statewide workforce development system in the Local Workforce Development Area;
- (o) "Pinellas CEO" shall mean and refer to the "chief elected officials" of the Pinellas County unit of government for the Local Workforce Development Area, which is the Pinellas Board of County Commissioners;
- (p) "Pinellas County" shall mean and refer to the Pinellas County Government Administration and Staff;
- (q) "Region" shall mean and refer to the two counties, Hillsborough and Pinellas, served by Corporation;

- (r) "WIOA" shall mean and refer to the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128; and
- (s) 4-year Local Area Workforce Plan ("Local Plan") shall mean and refer to the 4-year action plan which sets forth the strategies for the investment of resources to meet the objectives of the various workforce grants and programs including but not limited to the development, alignment, and integration of service delivery strategies in support of the State's vison and strategic and operational goals.

#### ARTICLE II <u>TERM OF THIS AGREEMENT</u>

2.1 This Agreement shall be effective from July 1, 2024, through June 30, 2026 ("Term"), unless otherwise terminated as provided for herein. This Agreement will automatically be renewed for successive two-year periods, from July 1 through June 30, unless otherwise terminated as provided for herein.

#### ARTICLE III <u>DESIGNATION OF CORPORATION AS THE</u> <u>ADMINISTRATIVE ENTITY AND FISCAL AGENT;</u> <u>REAFFIRMATION OF THE CONSORTIUM AS THE LOCAL GRANT RECIPIENT</u>

- 3.1 In accordance with the provisions of the Acts, the parties agree that, subject to the provisions of this Agreement, Corporation shall serve as the Administrative Entity and Fiscal Agent for the Local Area, and shall serve as staff to the LWDB.
- 3.2 The parties further agree and acknowledge that the Consortium is and shall remain the Local Grant Recipient of the WIOA funds allocated to the Local Area.
- 3.3 The parties agree and acknowledge that in the event Consortium determines in its sole discretion that it is necessary to protect the interests of workforce development programs in the Local Area, the Consortium may provide written notice to the LWDB and Corporation informing them of the Consortium's decision to withdraw its designation of Corporation as the Administrative Entity and Fiscal Agent for workforce development programs in the Local Area. The written notice shall specify the date which the withdrawal of designation becomes effective. The Consortium and Corporation shall cooperate to identify and secure alternative parties to perform these functions in accordance with applicable Acts and corresponding regulations. Withdrawal of a designation pursuant to this provision shall not constitute an Event of Default as defined in Article XV of this Agreement.

#### ARTICLE IV <u>AUTHORITIES AND RESPONSIBILITIES</u> <u>OF THE CEO AND THE CONSORTIUM</u>

- 4.1 The Consortium shall have all of the rights, duties and responsibilities of the CEO in accordance with the Acts and corresponding regulations.
- 4.2 The Consortium shall appoint members of the LWDB consistent with criteria established under WIOA sec. 107(b)(1) and criteria established by the Governor, the requirements of WIOA sec. 107(b)(2), Sec. 445.007, Fla. Stat., and in accordance with Hillsborough Board of County Commissioners and Pinellas Board of County Commissioners Policy, as amended. The LWDB is certified by the Governor every two (2) years. The County residency and voter registration requirements may be waived, for members of required categories only, at the recommendation of the respective County and agreed to by the Consortium. The authority to appoint, reappoint or revoke the appointment of members to the LWDB lies solely with the Consortium.
- 4.3 The purpose of the LWDB is to provide strategic and operational oversight to help develop a comprehensive and high-quality workforce delivery system in the Local Area, and to maximize and continue to improve the quality of services, customer satisfaction, and effectiveness of the services provided.
- 4.4 The Consortium shall establish, amend or replace the LWDB by-laws. The by-laws shall be consistent with State policy for LWDB membership. At the Consortium's sole discretion, LWDB members and/or Corporation staff may provide assistance and support in this process by reviewing the by-laws and providing feedback and recommendations prior to Consortium approval. The LWDB may initiate or support this process by providing recommendations for amendment or replacement for Consortium consideration and approval. At a minimum, these by-laws shall address:
  - (a) The nomination process used by the Consortium to select the LWDB Chair and members;
  - (b) The term limitations and how the term appointments will be staggered to ensure only a portion of membership expire in a given year;
  - (c) The process to notify the Consortium of a LWDB member vacancy to ensure a prompt nominee to fill vacancies as quickly as possible;
  - (d) The proxy and alternative designee process that will be used when a LWDB member is unable to attend a meeting and assigns a designee as per the requirements at 20 CFR § 679.110(d)(4);
  - (e) The use of technology, such as phone and Web-based meetings, that will be used to promote LWDB member participation;
  - (f) The process to ensure LWDB members actively participate in convening the workforce development system's stakeholders, brokering relationships with a diverse range of employers, and leveraging support for workforce development activities; and

- (g) A description of any other conditions governing appointment or membership on the LWDB as deemed appropriate by the Consortium.
- 4.5 The LWDB shall select and recommend legal counsel for the provision of advice, support, and guidance on legal services to the Corporation for Consortium approval. The Consortium must approve the process for the Board to select legal counsel.
- 4.6 The Consortium shall have the authority to arrange for and procure at its own cost and expense external audits or agreed upon procedures of any and all programs and finances administered by Corporation on a semi-annual basis or as deemed necessary. This will ensure that Corporation has and maintains adequate administration, controls, and management of programs and funds handled by Corporation including, but not limited to, such activities as receipts and disbursements of funds, monitoring, evaluation and contracting.
- 4.7 One (1) Commissioner from the Hillsborough CEO and one (1) Commissioner from the Pinellas CEO, that during their term of service on the Consortium, will serve as automatically appointed members of the LWDB. The LWDB officer position of 2<sup>nd</sup> Vice-Chair shall be chosen from the Consortium representatives from each County and shall alternate between the County of representation every one (1) year term. The 2<sup>nd</sup> Vice-Chair shall not be from the same County as the Consortium Chair during the same program year. The 2<sup>nd</sup> Vice-Chair shall serve as a member of the LWDB Audit Committee.
- 4.8 The County Administrator or designee from each County shall serve as a LWDB member, as a member-at-large of the LWDB Executive Committee, and as a member of the LWDB Audit Committee.
- 4.9 Each County may designate a County employee to serve as a liaison ("County Liaison") between the Consortium, County, LWDB and Corporation. The County Liaisons will work with the LWDB and Corporation to ensure all workforce development programs and fiscal operations are consistent with the Consortium's goals and objectives for workforce development in the Local Area. The County Liaisons shall receive notice of and attend all LWDB meetings and other meetings requiring notice under the Florida Sunshine Law. The salary and other compensation paid to the designated County Liaisons shall be paid from the County of representation's funds.

#### ARTICLE V AUTHORITY AND RESPONSIBILITIES OF CORPORATION

5.1 Corporation shall be designated as, and have all of the rights, duties and responsibilities of, the Administrative Entity and Fiscal Agent of the Local Area workforce development programs in accordance with the Acts and corresponding regulations, and State conflict of interest policy.

- 5.2 Corporation is prohibited from being a direct provider of career services, training services, or acting as a one-stop operator, unless approved by the Consortium and the Governor.
- 5.3 The LWDB shall select and recommend a Director, Interim Director or designated person(s) responsible for the operational and administrative functions of Corporation for Consortium approval. The Director shall be a contract employee of the Corporation and shall report to the LWDB.

The LWDB shall have the authority to suspend, with or without pay, or remove the Director, Interim Director, or the designated person(s) responsible for the operational and administrative functions of Corporation with or without cause. The Consortium shall have the authority to direct the Board to suspend, with or without pay, or remove the Director, Interim Director or the designated person(s) responsible for the operational and administrative functions of Corporation for cause. Upon receipt of the Consortium's direction, the LWDB shall provide written notice to the Director, Interim Director or designated person(s) responsible for the operational and administrative functions of Corporation for cause. Upon receipt of the Consortium's direction, the LWDB shall provide written notice to the Director, Interim Director or designated person(s) responsible for the operational and administrative functions of Corporation employment, specifying the date on which the Director, Interim Director or designated person(s) responsible for the operational and administrative functions of Corporation employment shall terminate.

The Director shall have sufficient competence and experience to organize and train staff as necessary to carry out the functions and operations of the Administrative Entity and Fiscal Agent as provided herein. The LWDB must establish and apply a set of qualifications that ensure the Director selected has the requisite knowledge, skills, and abilities to meet identified benchmarks and to assist in carrying out the functions of the LWDB.

- 5.4 The Director shall hire sufficient personnel to carry out effective and efficient operation of workforce development programs as defined in the Local Plan and to provide necessary technical assistance to any sub-grantee's providing services under the guidance of Corporation and acting in partnership with the Consortium as provided herein.
- 5.5 The Director and staff shall be subject to the limitations on the payment of salary and bonuses as described in WIOA sec. 194(15) and 2 CFR § 200.430.
- 5.6 As Administrative Entity, Corporation shall perform the following functions, duties and responsibilities of the LWDB as outlined in the Acts and corresponding regulations and as indicated below coordinate with the Consortium as appropriate:
  - Provide or arrange for annual training to LWDB members to ensure they are aware of and fulfilling their roles, responsibilities and functions under WIOA 107(d) and 20 CFR § 679.370 to include an orientation and training for new LWDB members and periodic updates as needed as well as to the Consortium upon request;
  - (b) Develop a 4-year local area workforce plan ("Local Plan") in partnership with and approved by the Consortium and consistent with WIOA section 108. Convene local workforce development system stakeholders to assist in the development of the

Local Plan under 20 CFR § 679.550 and in identifying non-Federal expertise and resources to leverage support for workforce development activities;

- (c) Conduct workforce research and Local Area labor market analysis to include:
  - (1) Regular updates of economic conditions, needed knowledge and skills;
  - (2) Assistance to the Governor in developing the statewide workforce and labor market information system under the Wagner-Peyser Act; and
  - (3) Other research, data collection, and analysis related to the workforce needs of the Local Area.
- (d) Lead efforts to engage with a diverse range of employers and other entities to:
  - (1) Promote business representation on the LWDB;
  - (2) Develop effective linkages with employers to support employer utilization of the local workforce development system;
  - (3) Ensure that workforce investment activities meet the needs of employers and support economic growth by enhancing communication, coordination, and collaboration among employers, economic development entities, and service providers; and
  - (4) Develop and implement strategies for meeting the employment and skill needs of employers, workers and job seekers.
- (e) Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers and job seekers, by:
  - (1) Facilitating connections among the intake and case management information systems of the one-stop partner programs;
  - (2) Facilitating access to services provided through the one-stop delivery system;
  - (3) Identifying strategies for better meeting the needs of individuals with barriers to employment, including strategies that augment traditional service delivery, and increase access to services and programs of the one-stop delivery system, such as improving digital literacy skills; and
  - (4) Leveraging resources and capacity within the local workforce development system, including resources and capacity for services for individuals with barriers to employment.

- (f) In partnership with the Consortium:
  - (1) Conduct oversight of activities for youth workforce investment activities authorized under WIOA sec. 129(c), adult and dislocated worker employment and training activities under WIOA secs. 134(c) and 134(d), and the entire one-stop delivery system in the Local Area;
  - (2) Ensure the appropriate use and management of the funds provided under WIOA subtitle B for the youth, adult, and dislocated worker activities and one-stop delivery system in the Local Area; and
  - (3) Ensure the appropriate use management, and investment of funds to maximize performance outcomes under WIOA sec. 116.
- (g) Negotiate and reach agreement on local performance indicators with the Governor and present for Consortium approval as appropriate.
- (h) Negotiate with the required partners on the methods for funding the infrastructure costs of the one-stop career center(s) in the Local Area in accordance with 20 CFR 678.715 and present for Consortium approval as appropriate.
- (i) Select the following providers and where appropriate terminate such providers in accordance with 2 CFR part 200:
  - (1) Providers of youth workforce investment activities through competitive grants or contracts based on the recommendations of the youth standing committee (if such a committee is established); however, if the LWDB determines there is an insufficient number of eligible training providers in the Local Area, the LWDB may award contracts on a sole-source basis as per the provisions of WIOA section 123(b);
  - (2) Providers of training services consistent with the criteria and information requirements established by the Governor and WIOA sec. 122;
  - (3) Providers of career services through the award of contracts, if the One-Stop Operator does not provide such services; and
  - (4) One-Stop Operators in accordance with 20 CFR §§ 678.600 through 678.635. The designation of or change in the One-Stop Operator shall require the prior agreement of the Consortium.
    - (a) At a minimum, the One-Stop Operator must coordinate the service delivery of required one-stop partners and service providers. The LWDB may establish additional roles of the One-Stop Operator, including, but not limited to: coordinating service providers across

the one-stop delivery system, being the primary provider of services within the center, providing some of the services within the center, or coordinating service delivery in a multi-center area, which may include affiliated sites. The competition for a One-Stop Operator must clearly articulate the role of the One-Stop Operator;

- (b) Subject to paragraph 5.6(i)(4)(c) of this section, the One-Stop Operator may not perform the following functions: convene system stakeholders to assist in the development of the Local Plan; prepare and submit Local Plan (as required under sec. 107 of WIOA); be responsible for oversight of itself; manage or significantly participate in the competitive selection process for One-Stop Operators; select or terminate One-Stop Operators, career services, and youth providers; negotiate local performance accountability measures; or develop and submit budget for activities of the LWDB; and
- (c) An entity serving as the One-Stop Operator, that also serves a different role within the one-stop delivery system, may perform some or all of these functions when it is acting in its other role, if it has established sufficient firewalls and conflict of interest policies and procedures. The policies and procedures must conform to the specifications in 20 CFR § 679.430 for demonstrating internal controls and preventing conflict of interest.
- (j) In accordance with WIOA sec. 107(d)(10)(E) work with the State to ensure there are sufficient numbers and types of providers of career services and training services serving the Local Area and providing the services in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities.
- (k) Coordinate activities with education and training providers in the Local Area, including;
  - (1) Reviewing applications to provide adult education and literacy activities under WIOA title II to determine whether such applications are consistent with the Local Plan;
  - (2) Making recommendations to the eligible agency to promote alignment with such plan; and
  - (3) Replicating and implementing cooperative agreements to enhance the provision of services to individuals with disabilities and other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination.

- (1) Develop a budget for the activities of the LWDB with approval of the Consortium and consistent with the Local Plan and the duties of the LWDB.
  - (1) The budget shall be presented to the Consortium in May or June each year prior to the start of Corporation's program year based upon the planning numbers provided by FloridaCommerce. The budget shall include all non-federal revenues and discretionary grants.
  - (2) No later than December, Corporation shall present to the Consortium a "Budget True Up" based upon actual grant allocations and awards, and actual grant carry forward amounts.
- (m) Assess, on an annual basis, the physical and programmatic accessibility of all onestop centers in the Local Area, in accordance with WIOA sec. 188 Nondiscrimination, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990.
- (n) Certification of one-stop centers in consultation with the Consortium and State in accordance with 20 CFR 678.800.
- (o) Ensure the LWDB meets its requirement to conduct business in an open manner under the "sunshine provision" of WIOA and Sec. 445.007, Fla. Stat. This includes but is not limited to posting of the LWDB By-Laws, publicly noticing LWDB Board and Committee Meetings, and posting of LWDB Board and Committee Minutes.
- (p) Establish and maintain administrative support for all LWDB Board and Committee meetings as determined by the LWDB. Establish and maintain such committees and support as determined by the LWDB By-laws. This includes but is not limited to drafting of the LWDB Board and Committee agenda along with related back up documents and preparing the minutes for Board approval following these meetings.
- (q) Corporation shall notify the County Liaisons upon the resignation of a LWDB member to allow Consortium to fill vacancies as quickly as possible.
- 5.7 As Fiscal Agent, Corporation shall perform the following functions, roles and responsibilities as outlined in the Acts and corresponding regulations:
  - (a) Receive funds;
  - (b) Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget circulars, WIOA, 2 CFR 200 and other Federal Regulations and State policies;

- (c) Respond and take appropriate corrective action to financial and program findings and observations cited in financial and program monitoring and audit reports;
- (d) Maintain proper accounting records and adequate documentation;
- (e) Prepare timely financial reports including required reports to FloridaCommerce;
- (f) Provide technical assistance to sub-recipients regarding fiscal issues;
- (g) At the direction of the LWDB, Corporation shall have the following additional functions:
  - (1) Procure contracts or obtain written agreements;
  - (2) Conduct financial and program monitoring of service providers; and
  - (3) Ensure independent fiscal and compliance audit in accordance with 2 CFR 200, Part F, of all applicable employment and training programs in accordance with the provisions of this part.
- (h) Conduct a financial audit on not less than a yearly basis.
- 5.8 Corporation shall have the following additional functions, roles and responsibilities:
  - (a) Negotiate and reach agreement on the terms and conditions of the Grantee-Subgrantee Agreement between Corporation and FloridaCommerce with agreement of the Consortium;
  - (b) Monitor progress toward the achievement of the performance measures set forth in the Local Plan. The Director shall present a report on such progress semi-annually to the Consortium. The frequency of this report may be changed at the Consortium's sole discretion. This report shall also include, but not be limited to, results of FloridaCommerce monitoring and compliance reports, budget updates, and any professionally secured surveys to determine the level of satisfaction the customers have in the delivery of workforce development programs and services in the Local Area;
  - (c) Develop and manage outreach and recruitment efforts to employers and job seekers for the workforce development system in the Local Area;
  - (d) Develop and manage a process to hear and resolve all grievances or complaints filed by staff, participants and other interested or affected parties as required by the Acts, Regulations or State Laws, and providing a report on such quarterly to the County Liaisons;

- (e) Corporation may seek and compete for and accept grants and donations from sources other than Federal and State funds made available under the Acts. All new applications and approvals for grants and donations shall be reported to the LWDB;
  - 1. All local government workforce development funds (Non-Federal) must be allocated on behalf of each County as said funds are allocated by the local government. These funds may not be reallocated to another County within the Local Area.
  - 2. All non-public revenues and grant funds (unrestricted) will be allocated on behalf of each County as said funds are obtained and allocated by the funding source. If allowed, these funds may be reallocated within the Local Area for a specific purpose only by unanimous vote of the Consortium members.
- (f) Monitor progress of all sub-recipients and vendors in the achievement and performance of their contracted services. Take action against any sub-recipient or vendor for abuse in the program it is operating in order to protect the funds and the integrity of the program;
- (g) Corporation shall timely comply with all the filing and other requirements mandated by the Florida Non-Profit Corporation Statute and all tax requirements;
- (h) Corporation shall secure and maintain in force a Directors and Officer's Insurance Policy for the protection of itself which shall include libel and slander, employment practices liability insurance including defense, if available, and errors and omission insurance.
- (i) In accordance with 20 CFR Section 661.307, 29 USC Section 3122(e), and Sec. 445.007 Fla. Stat., Corporation shall conduct business in an open manner as required by WIOA and the applicable Florida Statutes, by making available to the public, on a regular basis through open meetings, information about the activities of the LWDB and Corporation, including information about the Local Plan before submission of the plan, and about LWDB and Corporation membership, the development of significant policies, interpretations, guidelines, and definitions, the designation and certification of One-Stop Operators, and the award of grants or contracts to eligible providers of youth activities, and on request, minutes of formal meetings of the LWDB and Corporation; and
- (j) Corporation shall immediately notify Consortium and the LWDB of any notices, claims, actions or other communications asserting any claim or demand for disallowed costs from any Federal, State or other agency or authority. Corporation agrees to the Consortium's participation in any proceeding, negotiation, or litigation to the extent the Consortium deems necessary to protect its interests. The Consortium's approval shall be required prior to any final settlement of a claim or demand for disallowed costs from any Federal, State or other agency or authority.

#### ARTICLE VI <u>AUTHORITIES AND RESPONSIBILITIES HELD</u> JOINTLY BY THE CONSORTIUM, COUNTIES AND CORPORATION

- 6.1 It is the joint responsibility of all parties to work to ensure the effective delivery of workforce development services, which provide the most benefit to job seekers, workers and employers in Hillsborough and Pinellas County. It is further the shared responsibility of both parties to stimulate the active, effective participation of all sectors of the community in the provision of workforce development services.
- 6.2 Both parties may choose to further effective communication by meeting jointly, on occasion, as either party requests or in accordance with a mutually agreed-upon meeting schedule in an open manner compliant with the "sunshine provision" of WIOA and State legislation.
- 6.3 In the event Corporation is found responsible for any disallowed costs under WIOA or Florida WIOA, through whatever means, Corporation and the Consortium will mutually work to resolve all such disallowed costs. In the event that repayment of funds is demanded by the funding source, Corporation will have first responsibility for repayment, through its insurance, bonds, and non-grant funds such as unrestricted funds to the extent that coverage exists and/or is permitted by Federal and State law. If Corporation's insurance, bonds, or non-grant funds such as unrestricted funds are insufficient for the demanded repayment, the Consortium and the respective County CEOs may be liable only if, and to the extent, required by the Acts, for repayment or for the balance of repayment, after all Corporation resources have been exhausted, of the funds which are subject to such demand.

#### ARTICLE VII INSURANCE REQUIREMENTS

- 7.1 Corporation shall procure and maintain throughout the Term of this Agreement, on behalf of itself, each County and Consortium, the insurance specified on, and as required by, Exhibit "A", Insurance Requirements, attached hereto and incorporated by reference herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.
- 7.2 Corporation shall ensure that each County and Consortium are named as additional insured as to the actions of the LWDB, Corporation, its employees, agents, assigns, and subcontractors, performing or providing materials and/or services to Corporation during the performance of this Agreement, on (i) all auto liability policies and general liability policies required to be obtained by Corporation pursuant to this Agreement, and (ii) all other insurance policies required by this Agreement where such an endorsement is available in the industry. All such insurance policies shall also contain a Severability of Interests provision. Every insurance policy must provide for 30 days prior written notice to each County and Consortium of any cancellation, intent not to renew, or reduction in the policy coverage.

- 7.3 This Agreement is contingent upon Corporation furnishing to each County and Consortium, a Certificate of Insurance and any other required documents within ten business days after Consortium approval of this Agreement and when otherwise requested.
- 7.4 Corporation agrees that each of its contracted service providers for the services covered by this Agreement shall be bound by any and all insurance requirements contained herein.

#### ARTICLE VIII INDEMNIFICATION

8.1 To the extent not otherwise limited by applicable law, Corporation shall indemnify, hold harmless and defend the Consortium and Counties, and the respective agents and employees of the Counties (all of the foregoing, collectively, 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, 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 Corporation, 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 Corporation, any subcontractor, heir, assign, 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 Corporation or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The provisions of this paragraph shall survive the termination of this Agreement.

#### ARTICLE IX FILING OF AGREEMENT MODIFICATION OR AMENDMENTS

9.1 This Agreement may be amended or modified in a writing agreed to and executed by both of the parties hereto.

#### ARTICLE X OTHER TERMS AND CONDITIONS

- 10.1 Neither party shall assign or transfer its interest in this Agreement without the prior written consent of the other party.
- 10.2 If any provision of this Agreement is declared void by a court of law, all other provisions of the Agreement shall remain in full force and effect.

- 10.3 The failure of any party to exercise any right under this Agreement shall not be construed as a waiver of such right.
- 10.4 This Agreement is governed by the laws of the State of Florida, and venue shall be in Hillsborough County.

#### ARTICLE XI MAINTENANCE AND REVIEW OF RECORDS

- 11.1 Corporation 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 five (5) years from the date of final payment of such funds to Corporation, or the termination of this Agreement, whichever occurs later, or such longer period as required by law. (Such five (5) or longer period is hereinafter referred to as the "Audit Period").
- 11.2 The Consortium and each County and its authorized agents shall have the right, and Corporation, and its subcontractors, as applicable, will permit the Consortium and its authorized agents, including but not limited to, each 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 each County and its authorized agents for audit, examination or copying purposes at any time during normal business hours and as often as each County or the Consortium may deem necessary during the Audit Period. The Consortium and each County's right to examine, copy and audit shall pertain likewise to any audits made by any other agency, whether local, state or federal. Corporation shall insure that any such subcontractor shall recognize the Consortium and each 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 Corporation under this Agreement. If an audit is begun by the Consortium, each 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 XI shall survive the expiration or earlier termination of this Agreement.

#### ARTICLE XII EQUAL OPPORTUNITY: NON-DISCRIMINATION CLAUSE

12.1 Corporation shall comply with Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) and Pinellas County, Florida – Code of Ordinances, Chapter 70, 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.

- 12.2 Corporation 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 incorporated herein by reference.
- 12.3 At the time of execution of this Agreement by Corporation, Corporation shall submit the information required by Hillsborough County's Equal Opportunity Requirements, which are attached hereto as Composite Exhibit "B", and incorporated by reference herein.

#### ARTICLE XIII STATEMENT OF ASSURANCE

- 13.1 During the performance of this Agreement, Corporation herein assures the Consortium that Corporation is in compliance with all applicable laws including, but not limited to, Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Acts of 1992, as amended, in that Corporation does not, on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against said Corporation employees or applicants for employment. Corporation understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, Corporation herein assures the Consortium that Corporation will comply with Title VI of the Civil Rights Act of 1964 and Drug-Free Workplace Act of 1988 when Federal grant(s) is/are involved. Other applicable Federal and State laws, Executive Orders, and regulations prohibiting discrimination as hereinabove referenced are included by this reference thereto. This statement of assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.
- 13.2 Corporation shall comply with 45 C.F.R. Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreement to State, Local and Tribal Governments; 2 C.F.R. Part 376, Non Procurement Debarment & Suspension; 2 C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments; Florida Statutes Section 112.0455, Drug Free Workplace Act; and 45 C.F.R. Section 2543.87, Byrd Anti-Lobbying Amendment common rule; Single Audit Act of 1984, P.L. 98-502, as applicable to the Agreement and Corporation's designation as a governmental entity, and the Stevens Amendment.

#### ARTICLE XIV COMPLIANCE WITH APPLICABLE LAWS

14.1 The Consortium and Corporation shall comply with the requirements of all federal, state and local laws, and the rules and regulations promulgated thereunder applicable to this Agreement.

#### ARTICLE XV

#### **TERMINATION CLAUSES**

- 15.1 This Agreement is subject to funding availability. Corporation shall provide written notice to the Consortium within twenty-four (24) hours of receipt of notice that its WIOA or other funding has been reduced or become unavailable. In the event sufficient Consortium funds, if applicable, or WIOA or any other funds to fund this Agreement become reduced or unavailable, the Consortium may terminate this Agreement, without penalty or expense to the Consortium, upon no less than twenty-hours (24) hours written notice to Corporation. The Consortium shall be the final authority as to the availability of Consortium funds.
- 15.2 Each of the following shall constitute an Event of Default:
  - (a) The failure or refusal by either party to substantially fulfill any of its obligations in accordance with this Agreement, provided, however, that no such default shall constitute an Event of Default unless and until the non-defaulting party has given prior written notice specifying that a default or defaults exist which will, unless corrected, constitute a material breach of this Agreement, and the defaulting party has either corrected such default or has not cured the defaults, as determined by the non-defaulting party to correct the same within thirty (30) days from the date of such notice;
  - (b) The written admission by Corporation that it is bankrupt, or the filing by a voluntary petition as such under the Federal Bankruptcy Act, or the consent by Corporation to the appointment by a court of a receiver or trustee or the making by Corporation of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary regardless of how designated, of all or a substantial portion of Corporation's property or business, or the dissolution or revocation of Corporation's corporate charter.
- 15.3 In the event of the occurrence of an event of default in accordance with 15.2 herein by Corporation of any of the terms, provisions or conditions of this Agreement, the Consortium shall have the right to terminate this Agreement, without penalty or expense to the Consortium, upon no less than twenty-four (24) hours written notice to Corporation.
- 15.4 The Consortium shall also have the right to terminate this Agreement without cause, without penalty or expense to the Consortium, upon no less than thirty (30) days written notice to Corporation.
- 15.5 Upon receipt by Corporation of a written termination notice from Consortium pursuant to this Article XV: (i) Corporation shall not expend any funds, nor incur any costs or expenses requiring payment, unless such payment or the incurrence of such costs is approved in advance by the County Administrators or designees; (ii) at the request of the Consortium, Corporation shall immediately return all unexpended funds to the Consortium; and (iii) the Consortium shall have the right to access and collect all unexpended funds in any and all Corporation bank accounts, and Corporation shall promptly execute all documents necessary to ensure that Consortium has such access to Corporation bank accounts.

15.6 The Consortium shall attempt to amicably resolve any dispute or disagreement with Corporation prior to Consortium's exercise of any of the termination rights provided in this Article.

#### ARTICLE XVI E-VERIFY REQUIREMENT

16.1 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 Corporation 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 Corporation during the term of the Agreement. If the Corporation enters into a contract with a subcontractor for the services to be provided hereunder, the subcontractor must provide the Corporation with an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien, a copy of which affidavit(s) shall be maintained by the Corporation for the duration of the Agreement or longer as provided in Article XI.

#### ARTICLE XVII RESTRICTION ON FUNDING FOR IDENTIFICATION

17.1 Corporation is prohibited from using any funds paid by the Consortium 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 XVIII PROHIBITION AGAINST ECONOMIC INCENTIVES FOR FOREIGN ENTITIES

18.1 Pursuant to Section 288.0071, F.S, as a condition of this Agreement, the Corporation is required to provide an executed affidavit (in the form attached hereto as Exhibit "C") signed under penalty of perjury verifying that the Corporation 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 Consortium is prohibited from contracting with under Florida law.

#### ARTICLE XIX ACCESS TO RECORDS

19.1 The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services and Corporation is required by Sec. 445.007(1) to comply with Chapter 119 of the Florida Statutes. As stated below, Corporation may contact the Counties' Custodian of Public Records with questions regarding the application of the Public Records Law.

## 19.2 IF CORPORATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CORPORATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTIES' CUSTODIAN OF PUBLIC RECORDS AT:

- (a) **813-272-6210**
- (b) bartonr@hcfl.gov
- (c) Ron Barton, Assistant County Administrator, Economic Prosperity, 601 E. Kennedy Blvd., 20th Floor, Tampa, Florida 33602
- Or
- (a) (727) 464-7445
- (b) cyjohnson@pinellascounty.org
- (c) Dr. Cynthia Johnson, Director, Pinellas County Economic Development, 13805 58<sup>th</sup> Street North, Suite 1-200, Clearwater, FL 33760
- 19.3 Corporation will comply with public records law, and agrees to:
  - (a) Keep and maintain the Consortium's and the Corporation's public records as required to perform the services.
  - (b) Upon request from either County's custodian of public records, provide 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.
  - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Corporation does not transfer the records to the Consortium.
  - (d) Upon completion of the Agreement, transfer at no cost to the Consortium, all public records in possession of Corporation or keep and maintain public records required

by the Consortium to perform the service. If Corporation transfers all public records to the Consortium upon completion of the Agreement, Corporation shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Corporation keeps and maintains public records upon completion of the Agreement, Corporation shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Consortium, upon request from the Counties' custodian of public records, in a format that is compatible with the information technology systems of the Consortium.

19.4 Failure of Corporation 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 Agreement by the Consortium.

#### ARTICLE XX NOTICES

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

If to the LWDB and Corporation:

Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Hillsborough Pinellas 4350 West Cypress St, Ste 875 Tampa, Florida 33607 Attention: Sheila Doyle, Co-Interim CEO

Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Hillsborough Pinellas 13805 58<sup>th</sup> Street North, Suite 2-140 Clearwater, FL 33760 Attention: Steven Meier, Co-Interim CEO If to the Consortium and the County:

Hillsborough County Economic Development Department 601 E. Kennedy, 20<sup>th</sup> Floor Tampa, Florida 33602 Attention: Ron Barton, Assistant County Administrator

Pinellas County Economic Development 13805 58th Street North, Suite 1-200 Clearwater, FL 33760 Attention: Dr. Cynthia Johnson

20.2 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 XX.

#### ARTICLE XXI ENTIRE AGREEMENT

21.1 The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein. On the Term effective date this Agreement supersedes and replaces the Pinellas County and CareerSource Pinellas agreement and the Hillsborough County and CareerSource Tampa Bay agreements, both of which are hereby terminated.

#### **REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties, by and through the undersigned, have entered into this Agreement as of the date and year first written above.

ATTEST: Cindy Stuart, Clerk of Circuit Court	<b>CONSORTIUM:</b> Hillsborough Pinellas Workforce Development Consortium
Bv:	Bv:
By: Deputy Clerk	By: Chairman, Hillsborough Pinellas Workforce Development Consortium
<b>ATTEST:</b> For the CORPORATION	<b>CORPORATION:</b> TAMPA BAY WORKFORCE ALLIANCE, INC., d/b/a CAREERSOURCE HILLSBOROUGH PINELLAS
(Two Witnesses Required)	
By:	By:
Print Name:	Print Name:
By:	
Print Name:	
	Approved as to Form and Legal Sufficiency: <b>Katherine M. Benson</b> By: Assistant County Attorney – Hillsborough
	Approved as to Form and Legal Sufficiency: <u>APPROVED AS TO FORM</u> By: <u>Cody J. Ward</u> Office of the County Attorney Assistant County Attorney – Pinellas
	Approved as to Form and Legal Sufficiency: Stephanie Marchman By:

#### **ACKNOWLEDGEMENT FOR CORPORATION**

STATE OF FLORIDA

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

On this	_ day of _	,	, 2024, before me the undersigned authority,			
personally appeare	ed		, to me known to be the individual			
		(Name)				
described in	and	who execute	d the	foregoing	instrument	as
		o	f			,
(Title)				(Organization		
a		corporation, an	d who sev	erally and dul	y acknowledged	the
(State)	)					
execution of such instrument as such officer aforesaid, for and on behalf of and as the						
act and deed of said corporation, pursuant to the powers conferred upon said officer by						
the corporation's Board of Directors or other appropriate authority of said corporation,						
and who, having k	nowledge	of the several	matters sta	ated in said fo	oregoing instrum	ent,
certified the same	to be tru	e in all respect	s. He/she	is personally	known to me or	has
produced		a	s identific	ation.		
(Type of Identification)						

(Official Notary Signature and Notary Seal)

(Name of Notary typed or printed, or stamped. If stamped, it must be in addition to and separate from the Notary Stamp.)

(Commission Number)

(Commission Expiration Date)

#### EXHIBIT "A" INSURANCE REQUIREMENTS

#### Corporation's Liability Insurance:

The Corporation shall procure and maintain in force such insurance as will protect it from claims under Workers' Compensation laws, disability benefit laws, or other similar employee benefit laws from claims for damages because of bodily injury, occupational sickness or disease, or death of its employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom, any or all of which may arise out of or result from the Corporation's operations under this Agreement, whether such operations be by the Corporation or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified in the Agreement or required by law, whichever is greater, and shall include contractual liability insurance. The Corporation will file with the Consortium and each County a certificate of such insurance, acceptable to the Consortium and each County. These certificates shall contain a provision for cancellation as found in Section D immediately below. A current certificate of insurance meeting the Consortium and each County's requirements is required before payment for any services under this Agreement.

#### Insurance Required:

- A. <u>General</u>: The Corporation shall procure and maintain insurance of the types and to the limits specified in paragraphs B(1) through B(4) below. All policies of insurance under this Agreement shall include as additional insured the Consortium and each County and its officers and employees. All policies shall provide for separation of insured's interests such that the insurance afforded applies separately to each insured against whom a claim is made or a suit is brought.
- B. <u>Coverage</u>: The Corporation shall procure and maintain in force during the term of this Agreement the following types of insurance coverage written on standard forms and placed with insurance carriers approved by the Insurance Department of the State of Florida. The amounts and type of insurance shall conform to the following requirements:
  - 1. <u>Workers' Compensation</u> The Corporation shall procure and shall maintain during the life of this Agreement, the appropriate types of Workers' Compensation Insurance for all of its employees to be engaged in work under this Agreement. In case any class of employee engaged in hazardous work under this Agreement is not protected under the Workers' Compensation statute, the Corporation shall provide employer's liability insurance for all said employees with limits of not less than those listed below and must include:

Employer's Liability

Limit Each Accident	\$100,000.00
Limit Disease Aggregate	\$500,000.00
Limit Disease Each Employee	\$100,000.00

2. <u>Commercial General Liability</u>\* - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Service office with limits of not less than those listed below and must include:

Bodily Injury and Property Damages - Each Occurrence	\$1,000,000.00
Damages to Rented Premises - Each Occurrence	\$50,000.00
Medical Expenses - Any One Person	\$5,000.00
Personal and Advertising Injury - Each Occurrence	\$1,000,000.00
Products/Completed Operations - Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products/Completed Operations Aggregate	\$2,000,000.00

3. <u>Business Automobile Liability</u> - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Service office with limits not less than those listed below and must include:

Bodily Injury & Property Damage Liability:	
Combined Single Limit Each Accident	N/A

4. <u>Professional Liability/Errors and Omissions Insurance is required and shall include</u> libel and slander:

Minimum \$1,000,000.00

5. <u>Cyber Liability Insurance is required:</u>

Minimum

\$1,000,000.00

- C. <u>Certificate of Insurance and Copies of Policies</u> Certificates of Insurance will be furnished by Corporation evidencing the insurance coverage specified in the previous paragraphs B(1) through B(5) inclusive, and on request of the Consortium and each County certified copies of the policies required shall be filed with the Risk Management and Safety Office of the County. The required Certificates of Insurance not only shall list the additional insured described above, for the operations of the Corporation under this Agreement (excluding the workers' compensation and professional liability policies) but shall name the types of policies provided and shall refer specifically to this Agreement. If the initial insurance expires prior to the expiration of this Agreement, the Corporation shall cause renewal Certificates of Insurance to be furnished to the Consortium and each County thirty (30) days prior to the date of their expiration.
- D. Cancellation: Should any of the above described policies be canceled or non-renewed before the stated expiration date thereof, the Corporation shall ensure that the insurer will

not cancel same until up to thirty (30) days prior written notice has been given to the above named certificate holder. This prior notice provision is a part of each of the above.

\*Any required insurance marked with an \* must include "Consortium", "Hillsborough County BOCC" and "Pinellas County BOCC" as an Additional Insured, and this must be indicated on the insurance certificate.

#### EXHIBIT "B" <u>EQUAL EMPLOYMENT OPPORTUNITY – APPLICABLE</u> <u>STATUTES, ORDERS AND REGULATIONS\*</u>

#### 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.

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

- (1) The Corporation will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Corporation 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 Corporation 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 Corporation will, in all solicitations or advertisements for employees placed by or on behalf of the Corporation, 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 Corporation 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 Corporation's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Corporation 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 Corporation 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 Corporation'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 Corporation 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.

(7) The Corporation 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 Corporation 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.

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#### EXHIBIT "C" <u>FOREIGN COUNTRY OF CONCERN ATTESTATION</u> <u>(PUR 1355)</u>

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in <u>Rule 60A-1.020, F.A.C.</u>

Corporation is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:



# **Action Item**

# PY 2024 – 2025 Board Officers

# Background:

Per the Amended and Restated By-Laws of Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Hillsborough/Pinellas (By-Laws), Board Officers shall be nominated and elected in accordance with Article IV, Section 6.1 (excerpt below).

Section 6.1 - Board Officer Positions, Nominations and Elections

The Board Officers of Corporation shall consist of a Chair, a Vice-Chair, a 2nd Vice-Chair, a Secretary, and a Treasurer. The Chair and Vice-Chair shall not be from the same County of representation during the same program year. The 2nd Vice-Chair shall be chosen from the Hillsborough CEO and Pinellas CEO and shall alternate between the County of representation every one (1) year term. The 2nd Vice-Chair shall not be from the same County as the Consortium Chair during the same program year.

The Chair, Vice-Chair, Treasurer, and Secretary of Corporation shall be nominated and elected as follows:

A. A slate of nominees for Officers shall be presented to the Board by the Nominating Committee and selected based upon a majority vote of the quorum present at Corporation annual meeting, except as otherwise directed by the full Board. <u>Prior to voting on the slate of nominees, nominations shall be accepted from the floor.</u>

B. The annual meeting at which the slate of Officers shall be elected shall take place in May, or on a date as otherwise set by the Board, and the Officers shall take office in July, or on a date as otherwise set by the Board.

C. The Chair and Vice-Chair shall be selected from among the representatives of the business sector Board members. The Treasurer and Secretary shall be selected from among any category of Board membership.

## Information/Discussion:

At the May 30, 2024, Board meeting, members of the board were approved and appointed to the Nominating Committee (Committee).

On June 11, 2024, the Committee met to discuss and select the slate of Board Officers who possess the experience and leadership to guide CareerSource Hillsborough Pinellas through the merger/consolidation. The Committee reviewed eligibility, term requirements, and PY 2023-2024 attendance records of the board members.

After much discussion, and taking into consideration specific board member's experience and expertise, the recommended slate of officers are as follows:

Officers	PY 2024 – 2025
Chair	Sean Butler
Vice Chair	Barclay Harless
2 <sup>nd</sup> Vice Chair	Commissioner Chis Latvala
Treasurer	Gary Hartfield
Secretary	Dr. Rebecca Sarlo

### **Recommendation:**

The Nominating Committee is recommending that the Board of Directors approve the proposed slate of officers for Program Year 2024-2025.



# Action Item

## **Schedule of Operations**

## Background:

Annually before July 1 of each state fiscal year, the Board shall adopt a schedule of operations for the upcoming state fiscal year. Such schedule of operations shall include, but is not limited to, daily hours of operation of one-stop operators, and a holiday closure schedule which adopts either the federal, state, or appropriate county holiday schedule. If the Board has a career center that is affiliated with a college or university, the college or university schedule may be adopted for those centers. The proposed schedule must be approved by the Board and posted on the Board's website in a conspicuous, easily-accessible manner. The Board must give prior approval to any deviations from the schedule, except in emergency or reasonably unforeseeable circumstances (e.g., an order of the President or Governor, total loss of facilities from a catastrophic natural or man-made disaster, etc.). If emergency circumstances exist which result or could foreseeably result in a shutdown, the Board shall ensure that FloridaCommerce and the State Board are informed within 48 hours of such shutdown or potential shutdown. [FloridaCommerce Grantee-Subgrantee Agreement 16(g)].

## Information:

Administrative Office and Career Center schedule of operations which include holiday closures and other closures for review and consideration.

### Schedule of Operations

Monday to Friday from 8:00 am to 5:00 pm, except as noted, for review and consideration.

Hillsborough County	Pinellas County
Administrative Office	Administrative Office
Meridian One	EpiCenter
4350 West Cypress Street, Suite 875,	13805 58th St. N., Clearwater, FL 33760
Tampa, FI 33607	
Career Centers	Career Centers
Tampa	Clearwater
9215 N Florida Ave, Tampa, FL 33612	2312 Gulf to Bay Blvd. Clearwater, FL. 33765
Brandon	St. Petersburg
6302 E Dr Martin Luther King Jr Blvd, Tampa,	3420 8th Avenue South, St. Petersburg, FL.
FL 33619	33711
Ruskin	Lealman Exchange
201 14th Ave SE, Ruskin, FL 33570	5175 45th Avenue North, St. Petersburg, FL.

(closed daily for lunch 12:00 pm – 1:00 pm)	33714
	(closed daily for lunch 12:00 pm – 1:00 pm)
Plant City	Tarpon Springs
307 N Michigan Ave, Plant City, FL 33563	682 E. Klosterman Rd., Tarpon Springs, FL.
(closed daily for lunch 12:00 pm - 1:00 pm)	34689
	(closed daily for lunch 12:00 pm – 1:00 pm)
Wimauma	
5128 FL-674, Wimauma, FL 33598	
(Tuesday 9:00 am to 5:00 pm)	
Bullard Family Center	
2011 E Sligh Ave, Tampa, FL 33610	
(Monday, Wednesday and Thursday 9:00 am	
to 2:00 pm – appointment only)	

#### Holiday Closures:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Juneteenth Commemoration
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving,
- Christmas Day

### Other Closures:

Periodically through the year, career center(s) and administrative offices are closed for part of the day for staff training or LWDB staff meeting.

## **Recommendation:**

Approval of CareerSource Hillsborough Pinellas Schedule of Operations.



## **Action Item**

# **Regional Targeted Occupations List**

#### Background

The Florida Department of Commerce Bureau of Labor Market Statistics (LMS) published the 2024-2025 Statewide Demand Occupational Lists on the Department's website on May 31<sup>st</sup>, 2024. The Statewide Demand Occupations list identifies the labor market needs of Florida's business community and encourages job training based on those needs, with emphasis on jobs that are both in high demand and high skill/high wage and is used as a baseline for establishing the Regional Targeted Occupations List (RTOL).

The occupations listed in the statewide Demand Occupation List meet the following selection criteria:

- Have 500 annual openings and average growth rate of 1.08% or 1,200 annual openings with any positive growth.
- Have a mean wage of \$17.46/hour and entry wage of \$14.19/hour.

The occupations listed in the Regional Demand Occupation List meet one or more of the following selection criteria:

- Have 80 annual openings and positive growth.
- Have a mean wage of \$17.65/hour and entry wage of \$14.34/hour.

The Local Workforce Development Boards (LWDBs) develop and use their TOLs to identify occupations for which eligible adults and dislocated workers may receive training assistance under the Workforce Innovation and Opportunity Act (WIOA). Pursuant to the TOL requirements, as described in CareerSource Florida's Administrative Policy 082, each LWDB is required to develop its RTOL, in consultation with local business and industry representatives, using the LMS- generated Demand Occupations Lists, as well as including additional occupations to their lists that are based on local demand. A TOL may be updated when occupations are deleted or added. In addition, each local board may add or delete occupations to its current TOL based on the demand of local employers. This process and revised Local Area Targeted Occupations Lists do not require approval by CareerSource Florida, Inc. (CSF). Annual updates are due to Florida Department of Commerce and CSF no later than July 1<sup>st</sup>.

**Process**: Staff from Hillsborough and Pinellas County reviewed the new 2024-25 Regional Demand Occupations List (RDOL) for the Hillsborough Pinellas region against the current Regional Targeted Occupational List (RTOL). Staff added any occupations that are listed on the state list as well as any surrounding regions lists.

Staff identified thirty-six occupations that dropped from the 2023-24 Regional Demand Occupations List that they are recommending to keep due to supplemental labor market data that meets State criteria or where there exactly a partnership with existing employers with positive performance.

Staff identified twenty-five occupations that dropped from the 2023-24 Regional Demand Occupations List that they are recommending removing due to lack of opportunities in training and/or employment.

Staff also identified eleven occupations that they recommend are added to the RTOL for Welfare Transition, or WIOA Youth where the occupations have regional demand and positive outcomes and/or are on the State Master Credentialing list.

### RECOMMENDATION

Staff recommend approval of two 2024-25 Regional Targeted Occupations Lists comprised of the Florida Department of Commerce 2024-25 State and Regional Targeted Occupational Lists and the additional occupations recommended by CareerSource Hillsborough Pinellas.

SOC Code*	Code* HSHW Occupation Title*				Mean	Entry	Recommendation
			% Growth	Openings			
132011	HSHW	Accountants and Auditors	1.41	1109	40.65	25.12	Retain
113012	HSHW	Administrative Services Managers	1.54	119	53.86	31.32	Retain
493011	HSHW	Aircraft Mechanics and Service Technicians	0.63**	1421**	35.85	23.30	Retain
532011	HSHW	Airline Pilots, Copilots, and Flight Engineers	0.65 **	1102 **	125.45	45.37	Retain
171011	HSHW	Architects, Except Landscape and Naval	1.61 **	604 **	49.32	30.79	Retain
173011	HSHW	Architectural and Civil Drafters	1.21 **	1027 **	29.70	20.10	Retain
119041	HSHW	Architectural and Engineering Managers	1.33	62	75.95	50.32	Retain
271011	HSHW	Art Directors	1.11 **	720 **	44.40	29.00	Retain
274011		Audio and Video Technicians	1.38 **	638 **	25.40	16.91	Retain
493023		Automotive Service Technicians and Mechanics	0.71	440	27.44	18.02	Retain
194021		Biological Technicians	1.60 **	345 **	24.30	16.80	Retain
433031		Bookkeeping, Accounting, and Auditing Clerks	0.39	1,437	23.52	16.76	Retain
493031	HSHW	Bus and Truck Mechanics and Diesel Engine Specialists	0.94	171	27.18	20.05	Retain
131199	HSHW	Business Operations Specialists, All Other	1.43	1,024	40.93	22.26	Retain
252032	HSHW	Career/Technical Education Teachers, Secondary School	1.11 **	683 **	34.04	27.39	Retain
472031		Carpenters	0.85	479	23.32	17.38	Retain
351011		Chefs and Head Cooks	1.73	101	28.98	20.07	Retain
194031		Chemical Technicians	1.15 **	231 **	24.08	17.88	Retain
192031	HSHW	Chemists	1.36	225	36.70	21.31	Retain
211021		Child, Family, and School Social Workers	1.20	106	24.79	17.36	Retain
172051	HSHW	Civil Engineers	1.69 **	1587 **	50.59	31.44	Retain
131031	HSHW	Claims Adjusters, Examiners, and Investigators	0.70 **	2600 **	34.59	23.20	Retain
292010		Clinical Laboratory Technologists and Technicians	1.43	243	27.58	17.22	Retain
532012	HSHW	Commercial Pilots	0.41 **	907 **	54.98	32.36	Retain
211094		Community Health Workers	2.24 **	244 **	24.61	17.47	Retain
211099		Community and Social Service Specialists, All Other	1.18	47	25.27	16.84	Retain
131141	HSHW	Compensation, Benefits, and Job Analysis Specialists	1.16 **	506 **	34.73	22.89	Retain
131041	HSHW	Compliance Officers	1.34	266	36.83	22.13	Retain
151241	HSHW	Computer Network Architects	0.83 **	518 **	60.06	38.66	Retain
151231	HSHW	Computer Network Support Specialists	1.26	128	36.53	24.25	Retain
151299	HSHW	Computer Occupations, All Other	1.70 **	1243 **	47.82	25.50	Retain
151211	HSHW	Computer Systems Analysts	1.79	393	53.74	32.78	Retain
151232	HSHW	Computer User Support Specialists	1.49	623	53.74	32.78	Retain
113021	HSHW	Computer and Information Systems Managers	2.31 **	2739 **	78.82	50.73	Retain
119021	HSHW	Construction Managers	1.68	359	58.17	32.01	Retain
474011	HSHW	Construction and Building Inspectors	0.64	120	31.15	21.94	Retain
131051	HSHW	Cost Estimators	0.50 **	1383 **	35.44	21.95	Retain
434031		Court, Municipal, and License Clerks	0.80	47	20.78	16.26	Retain
152051	HSHW	Data Scientists	4.24 **	692 **	52.98	29.19	Retain
319091		Dental Assistants	1.83	282	23.35	20.83	Retain
291292	HSHW	Dental Hygienists	1.88	97	40.09	36.35	
292032	HSHW	Diagnostic Medical Sonographers	2.08 **	520 **	38.27	31.80	Retain Retain
212021		Directors, Religious Activities and Education	1.05 **	1309 **	23.87	16.36	
172071	HSHW	Electrical Engineers	1.29 **	610 **	53.29	35.78	Retain
499051	HSHW	Electrical Power-Line Installers and Repairers	0.75 **	750 **	37.52	22.82	Retain
472111		Electricians	1.85	621	24.80	19.34	Retain
172072	HSHW	Electronics Engineers, Except Computer	1.33 **	476 **	58.57	39.66	Retain
252021	HSHW	Elementary School Teachers, Except Special Education	0.71	376	32.20	23.14	Retain
173029	HSHW	Engineering Technologists and Technicians, Except Drafters,	0.71	307 **	29.27	18.71	Retain Retain
172199	HSHW	All Other Engineers, All Other	0.88 **	782 **	48.55	27.43	Detair
							Retain
192041	HSHW	Environmental Scientists and Specialists, Including Health	1.30	72	31.35	19.89	Retain
113013	HSHW	Facilities Managers	1.49	48	47.80	27.87	Retain
119013	HSHW	Farmers, Ranchers, and Other Agricultural Managers	0.34 **	5387 **	N/A	N/A	Retain
132061	HSHW	Financial Examiners	2.79 **	322 **	35.68	23.34	Retain
113031	HSHW	Financial Managers	2.48	503	77.78	40.12	Retain
132099	HSHW	Financial Specialists, All Other	1.50	125	37.01	20.57	Retain

132051	HSHW	Financial and Investment Analysts	1.31 **	1438 **	44.13	29.21	Retain
332011		Firefighters	1.01	125	28.14	20.23	Retain
471011	HSHW	First-Line Supervisors of Construction Trades and Extraction Workers	1.25	537	34.87	23.37	Retain
391014		First-Line Supervisors of Entertainment and Recreation Workers, Except Gambling Services	1.60 **	427**	26.59	16.92	Retain
371012		First-Line Supervisors of Landscaping, Lawn Service, and Groundskeeping Workers	1.64	111	28.48	19.31	Retain
491011	HSHW	First-Line Supervisors of Mechanics, Installers, and Repairers	1.14	349	34.36	23.26	Retain
411012	HSHW	First-Line Supervisors of Non-Retail Sales Workers	0.74	511	47.30	26.25	Retain
431011	HSHW	First-Line Supervisors of Office and Administrative Support	0.44 **	13271 **	32.22	21.10	Retain
391022		Workers First-Line Supervisors of Personal Service Workers	1.23 **	1380 **	25.81	16.56	Retain
331012	HSHW	First-Line Supervisors of Police and Detectives	0.39 **	659 **	48.75	34.43	Retain
511011	HSHW	First-Line Supervisors of Production and Operating Workers	0.74	219	32.31	21.12	Retain
531047	HSHW	First-Line Supervisors of Transportation and Material Moving Workers, Except Aircraft Cargo Handling Supervisors	1.15	439	29.61	19.88	Retain
119051	HSHW	Food Service Managers	1.20	288	32.47	19.86	Retain
131131		Fundraisers	1.38 **	581 **	31.56	16.82	Retain
111021	HSHW	General and Operations Managers	1.30	1,649	63.93	26.14	Retain
271024		Graphic Designers	1.09 **	1843 **	26.66	18.47	Retain
211091	HSHW	Health Education Specialists	0.59 **	582 **	30.95	18.77	Retain
299021		Health Information Technologists and Medical Registrars	2.33 **	547 **	33.28	20.16	Retain
251071	HSHW	Health Specialties Teachers, Postsecondary	2.63 **	874 **	46.91	24.49	Retain
			0.89 **	832 **	23.75	17.37	
292099 499021		Health Technologists and Technicians, All Other Heating, Air Conditioning, and Refrigeration Mechanics and Installers	2.05	329	24.74	18.36	Retain Retain
533032		Heavy and Tractor-Trailer Truck Drivers	0.94	1,556	25.34	19.36	Retain
113121	HSHW	Human Resources Managers	1.46	105	65.82	38.94	Retain
131071	HSHW	Human Resources Specialists	1.25	750	33.82	19.83	Retain
173026		Industrial Engineering Technologists and Technicians	1.23 **	181 **	29.54	23.04	Retain
172112	HSHW	Industrial Engineers	2.03 **	1021 **	N/A	N/A	Retain
499041		Industrial Machinery Mechanics	1.93	151	27.62	19.99	Retain
113051	HSHW	Industrial Production Managers	0.71	49	56.95	31.78	Retain
151212	HSHW	Information Security Analysts	3.88 **	1326 **	55.97	37.78	Retain
519061		Inspectors, Testers, Sorters, Samplers, and Weighers	0.23	194	22.40	16.17	Retain
413021		Insurance Sales Agents	1.54 **	6762 **	40.35	19.22	Retain
271025		Interior Designers	1.28 **	1112 **	31.04	18.47	Retain
273091		Interpreters and Translators	0.89 **	537 **	32.77	20.93	Retain
252012	HSHW	Kindergarten Teachers, Except Special Education	1.09 **	1008 **	35.50	28.49	Retain
292061		Licensed Practical and Licensed Vocational Nurses	1.04	256	27.16	22.59	
194099		Life, Physical, and Social Science Technicians, All Other	0.98 **	297 **	23.57	15.37	Retain
132072	HSHW	Loan Officers	0.93	551	38.26	20.25	Retain Retain
119081	HSHW	Lodging Managers	1.93 **	726 **	40.72	22.29	Retain
131081	HSHW	Logisticians	3.49	99	39.17	24.54	1
514041		Machinists	0.91 **	973 **	23.13	16.38	Retain
131111	HSHW	Management Analysts	1.83	1,111	52.49	27.91	Retain
119199	HSHW	Managers, All Other	1.29	529	71.56	35.80	Retain
131161	HSHW	Market Research Analysts and Marketing Specialists	2.58	696	38.57	22.38	Retain
		Marketing Managers	1.35 **	1642 **			Retain
112021 319011	HSHW	Markeung Managers Massage Therapists	2.10 **	2356 **	73.76 26.21	41.48	Retain
							Retain
172141	HSHW	Mechanical Engineers	1.51	35	45.65	31.27	Retain
319092		Medical Assistants	2.53	951	19.33	16.69	Retain
499062		Medical Equipment Repairers	2.01 **	698 **	26.87	16.97	Retain
292072		Medical Records Specialists	1.55	131	27.00	17.24	Retain
191042	HSHW	Medical Scientists, Except Epidemiologists	N/A	N/A	N/A	N/A	Retain
436013		Medical Secretaries and Administrative Assistants	1.53	672	19.54	15.98	Retain
119111	HSHW	Medical and Health Services Managers	3.38	403	62.85	35.89	Retain
131121		Meeting, Convention, and Event Planners	1.98 **	1319 **	30.72	19.46	Retain

211023		Mental Health and Substance Abuse Social Workers	1.43 **	475 **	23.53	16.30	Retain
252022	Education			88	30.36	23.20	Retain
493042		Mobile Heavy Equipment Mechanics, Except Engines	1.60	99	29.03	21.65	Retain
493051		Motorboat Mechanics and Service Technicians	1.24 **	559 **	26.48	19.47	Retain
272042	HSHW	Musicians and Singers	0.71 **	1481 **	54.62	20.46	Retain
119121	HSHW	Natural Sciences Managers	0.98 **	339 *	66.35	30.19	Retain
151244	HSHW	Network and Computer Systems Administrators	1.23	280	48.15	31.99	Retain
195011	HSHW	Occupational Health and Safety Specialists	1.78 **	570 **	37.50	23.95	Retain
312011	HSHW	Occupational Therapy Assistants	2.91 **	562 **	32.19	26.68	Retain
152031	HSHW	Operations Research Analysts	2.70 **	677 **	43.73	24.93	Retain
292057		Ophthalmic Medical Technicians	2.59 **	771 **	21.10	16.33	Retain
232011	HSHW	Paralegals and Legal Assistants	2.31	502	31.46	21.74	Retain
132052	HSHW	Personal Financial Advisors	2.05 **	2972 **	65.14	22.52	Retain
292052		Pharmacy Technicians	1.16	338	20.88	16.41	Retain
319097		Phlebotomists	1.91 **	1498 **	19.18	16.80	Retain
312021	HSHW	Physical Therapist Assistants	3.18 **	1444 **	33.25	27.18	Retain
472152		Plumbers, Pipefitters, and Steamfitters	1.71	243	24.81	18.93	
333051	HSHW	Police and Sheriff's Patrol Officers	0.45 **	4137 **	35.90	25.71	Retain
272012	HSHW	Producers and Directors	0.43	890 **		21.26	Retain
435061			1.18	201	37.91 25.90	17.81	Retain
		Production, Planning, and Expediting Clerks					Retain
131082	HSHW	Project Management Specialists	1.40	627	47.06	29.12	Retain
132020	HSHW	Property Appraisers and Assessors	1.58	72	31.86	18.19	Retain
119141	HSHW	Property, Real Estate, and Community Association Managers	1.20	334	33.66	20.49	Retain
273031	HSHW	Public Relations Specialists	1.50	194	32.05	19.13	Retain
113061	HSHW	Purchasing Managers	1.03 **	336 **	68.71	45.15	Retain
292034	HSHW	Radiologic Technologists and Technicians	1.23	83	33.04	25.29	Retain
419021	HSHW	Real Estate Brokers	0.93 **	1510 **	46.75	19.90	Retain
419022		Real Estate Sales Agents	0.90 **	6718 **	35.31	17.27	Retain
291141	HSHW	Registered Nurses	1.01	1,188	41.37	32.01	Retain
212099		Religious Workers, All Other	1.13 **	594 **	20.79	13.15	Retain
291126	HSHW	Respiratory Therapists	1.49 **	651 **	36.18	29.83	Retain
112022	HSHW	Sales Managers	1.04 **	2679 **	73.48	37.20	Retain
413091		Sales Representatives of Services, Except Advertising, Insurance, Financial Services, and Travel	1.46	1,308	35.04	18.12	Retain
414012	HSHW	Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products	0.84 **	9540 **	35.49	18.57	Retain
414011	HSHW	Sales Representatives, Wholesale and Manufacturing, Technical and Scientific Products	1.00 **	2543 **	51.27	23.92	Retain
252031	HSHW	Secondary School Teachers, Except Special and Career/Technical Education	0.71	399	34.72	26.93	Retain
413031	HSHW	Securities, Commodities, and Financial Services Sales Agents	1.25	433	43.39	21.47	Retain
492098		Security and Fire Alarm Systems Installers	1.49 **	962 **	25.43	18.43	Retain
211029		Social Workers, All Other	0.19 **	398 **	33.82	19.92	Retain
119151	HSHW	Social and Community Service Managers	1.44	64	36.08	22.76	Retain
151252	HSHW	Software Developers	3.29 **	7563 **	56.25	34.73	Retain
151253	HSHW	Software Quality Assurance Analysts and Testers	2.76 **	1353 **	47.89	31.31	Retain
252058	HSHW	Special Education Teachers, Secondary School	1.08 **	732 **	34.60	25.87	Retain
271014	HSHW	Special Effects Artists and Animators	1.51 **	478 **	35.56	23.59	Retain
211018		Substance Abuse, Behavioral Disorder, and Mental Health Counselors	2.53	153	25.18	16.35	Retain
292055		Surgical Technologists	0.80 **	636 **	27.34	21.13	Retain
173031		Surveying and Mapping Technicians	1.44	84	23.09	16.95	Retain
253099		Teachers and Instructors, All Other	N/A	N/A	32.14	15.92	Retain
492022		Telecommunications Equipment Installers and Repairers, Except Line Installers	0.61 **	1980 **	29.11	19.46	Retain
499052	1	Telecommunications Line Installers and Repairers	0.80 **	729 **	26.44	19.92	Retain
131151	HSHW	Training and Development Specialists	1.54	291	33.18	19.31	Retain
113071	HSHW	Transportation, Storage, and Distribution Managers	1.38	93	49.48	25.37	Retain
292056	-	Veterinary Technologists and Technicians	2.43 **	1387 **	20.86	16.29	Retain
-	HSHW	Web Developers	2.48 **	601 **	49.60	24.68	

151255	HSHW	Web and Digital Interface Designers	2.30 **	480 **	42.24	26.71	Retain
514121		Welders, Cutters, Solderers, and Brazers	0.18	150	23.33	17.77	Retain
273043	HSHW	Writers and Authors	0.89 **	601 **	31.48	19.93	Retain
292041		Emergency Medical Technicians	1.43 **	616 **	N/A	N/A	Retain
131020	HSHW	Buyers and Purchasing Agents	0.05	280	35.34	21.64	Remove
395094		Skincare Specialists	1.11 **	1236 **	22.79	15.12	Remove
434131		Loan Interviewers and Clerks	0.55 **	1402 **	24.01	18.03	Remove
492094	HSHW	Electronics Repairers, Commercial and Industrial Equip.	0.60 **	294 **	N/A	N/A	Retain
472051		Cement Masons and Concrete Finishers	0.63	3,487	23.34	17.46	Retain
533052		Bus Drivers, Transit and Intercity	0.74 **	1385 **	23.16	17.27	Retain
533033		Light Truck Drivers	0.98	913	20.81	15.03	Retain
251194		Career/Technical Education Teachers, Postsecondary	0.83	790 **	28.82	19.66	Remove
259041		Teacher Assistants	N/A	N/A	N/A	N/A	For Youth/WT
311121		Home Health Aides	2.19 **	13237 **	15.28	12.92	Retain
311132		Orderlies	0.68 **	634 **	15.56	13.28	Retain
311132		Nursing Assistants	0.88	969	17.93	15.41	Retain
333012		Correctional Officers and Jailers	-0.19	2,712	28.70	18.77	For Youth/WT
339032		Security Guards	1.34	1,166	16.79	13.37	For Youth/WT
352014		Cooks, Restaurant	1.75 **	21573 **	16.64	13.77	For Youth/WT
395011		Barbers	0.8325	1749	N/A	N/A	Retain
395012		Hairdressers, Hairstylists, and Cosmetologists	0.8325	5760 **	18.48	11.96	For Youth/WT
395092		Manicurists and Pedicurists	0.85 **	879 **	17.69	13.13	For Youth/WT
434051		Customer Service Representatives	** -1.19	1,623	19.99	15.23	For Youth/WT
434161		Human Resources Assistants, Exc. Payroll	0.36 **	488 **	22.72	17.67	For Youth/WT
436011	HSHW	Executive Secretaries and Executive Admin. Assistants	** -1.34	2565 **	N/A	N/A	For Youth/WT
430011	пэпүү	Executive Secretaries and Executive Authin. Assistants		2505			
493021		Automotive Body and Related Repairers	0.86 **	1125 **	27.44	18.02	For Youth/WT
455021							
514199		Metal and Plastic Machine Workers, all other	-26.3	9	18.24	15.12	Remove
	HSHW			9 109**	18.24 30.18	15.12 21.33	Remove Retain
514199	HSHW	Metal and Plastic Machine Workers, all other	-26.3	109** 1293 **			
514199 514012	HSHW	Metal and Plastic Machine Workers, all other Computer Numerically Controlled Tool Programmers	-26.3 2.25 ** 1.51 ** 1.21 **	109** 1293 ** 1348 **	30.18 20.15 21.95	21.33 15.40 17.03	Retain
514199 514012 292053 319099 472231	HSHW	Metal and Plastic Machine Workers, all other Computer Numerically Controlled Tool Programmers Psychiatric Technicians Healthcare Support Workers, All Other Solar Photovoltaic Installers	-26.3 2.25 ** 1.51 ** 1.21 ** 4.14 **	109** 1293 ** 1348 ** 144 **	30.18 20.15	21.33 15.40 17.03 N/A	Retain Retain
514199514012292053319099472231372021		Metal and Plastic Machine Workers, all other Computer Numerically Controlled Tool Programmers Psychiatric Technicians Healthcare Support Workers, All Other Solar Photovoltaic Installers Pest Control Workers	-26.3 2.25 ** 1.51 ** 1.21 ** 4.14 ** 1.59 **	109** 1293 ** 1348 ** 144 ** 1674 **	30.18 20.15 21.95 N/A 23.83	21.33 15.40 17.03 N/A 17.85	Retain Retain Retain
514199 514012 292053 319099 472231 372021 119033	HSHW HSHW	Metal and Plastic Machine Workers, all other Computer Numerically Controlled Tool Programmers Psychiatric Technicians Healthcare Support Workers, All Other Solar Photovoltaic Installers Pest Control Workers Education Administrators, Postsecondary	-26.3 2.25 ** 1.51 ** 1.21 ** 4.14 ** 1.59 ** 1.39 **	109** 1293 ** 1348 ** 144 ** 1674 ** 1740 **	30.18 20.15 21.95 N/A 23.83 51.13	21.33 15.40 17.03 N/A 17.85 32.53	Retain Retain Retain Remove Retain Retain
514199 514012 292053 319099 472231 372021 119033 499044		Metal and Plastic Machine Workers, all other Computer Numerically Controlled Tool Programmers Psychiatric Technicians Healthcare Support Workers, All Other Solar Photovoltaic Installers Pest Control Workers	-26.3 2.25 ** 1.51 ** 1.21 ** 4.14 ** 1.59 ** 1.39 ** 1.24 **	109** 1293 ** 1348 ** 144 ** 1674 ** 1740 ** 203 **	30.18 20.15 21.95 N/A 23.83 51.13 N/A	21.33 15.40 17.03 N/A 17.85 32.53 N/A	Retain Retain Retain Remove Retain Retain Retain
514199 514012 292053 319099 472231 372021 119033		Metal and Plastic Machine Workers, all other Computer Numerically Controlled Tool Programmers Psychiatric Technicians Healthcare Support Workers, All Other Solar Photovoltaic Installers Pest Control Workers Education Administrators, Postsecondary	-26.3 2.25 ** 1.51 ** 1.21 ** 4.14 ** 1.59 ** 1.39 ** 1.24 ** 2.03 **	109** 1293 ** 1348 ** 144 ** 1674 ** 1740 ** 203 ** 2149 **	30.18 20.15 21.95 N/A 23.83 51.13 N/A 31.59	21.33 15.40 17.03 N/A 17.85 32.53 N/A 14.69	Retain Retain Retain Retain Retain Retain Retain Retain
514199 514012 292053 319099 472231 372021 119033 499044		Metal and Plastic Machine Workers, all other Computer Numerically Controlled Tool Programmers Psychiatric Technicians Healthcare Support Workers, All Other Solar Photovoltaic Installers Pest Control Workers Education Administrators, Postsecondary Millwrights	-26.3 2.25 ** 1.51 ** 1.21 ** 4.14 ** 1.59 ** 1.39 ** 1.24 **	109** 1293 ** 1348 ** 144 ** 1674 ** 1740 ** 203 ** 2149 ** 95	30.18 20.15 21.95 N/A 23.83 51.13 N/A 31.59 28.35	21.33 15.40 17.03 N/A 17.85 32.53 N/A	Retain Retain Retain Remove Retain Retain Retain
514199         514012         292053         319099         472231         372021         119033         499044         272022		Metal and Plastic Machine Workers, all otherComputer Numerically Controlled Tool ProgrammersPsychiatric TechniciansHealthcare Support Workers, All OtherSolar Photovoltaic InstallersPest Control WorkersEducation Administrators, PostsecondaryMillwrightsCoaches and Scouts	-26.3 2.25 ** 1.51 ** 1.21 ** 4.14 ** 1.59 ** 1.39 ** 1.24 ** 2.03 **	109** 1293 ** 1348 ** 144 ** 1674 ** 1740 ** 203 ** 2149 **	30.18 20.15 21.95 N/A 23.83 51.13 N/A 31.59	21.33 15.40 17.03 N/A 17.85 32.53 N/A 14.69	Retain Retain Retain Retain Retain Retain Retain Retain
514199         514012         292053         319099         472231         372021         119033         499044         272022         194092	HSHW	Metal and Plastic Machine Workers, all otherComputer Numerically Controlled Tool ProgrammersPsychiatric TechniciansHealthcare Support Workers, All OtherSolar Photovoltaic InstallersPest Control WorkersEducation Administrators, PostsecondaryMillwrightsCoaches and ScoutsForensic Science Technicians	-26.3 2.25 ** 1.51 ** 1.21 ** 4.14 ** 1.59 ** 1.39 ** 1.24 ** 2.03 ** 12.70 83.10	109** 1293 ** 1348 ** 144 ** 1674 ** 1740 ** 203 ** 2149 ** 95 243	30.18 20.15 21.95 N/A 23.83 51.13 N/A 31.59 28.35	21.33 15.40 17.03 N/A 17.85 32.53 N/A 14.69 19.18	Retain Retain Retain Retain Retain Retain Retain Retain
514199         514012         292053         319099         472231         372021         119033         499044         272022         194092	HSHW	Metal and Plastic Machine Workers, all otherComputer Numerically Controlled Tool ProgrammersPsychiatric TechniciansHealthcare Support Workers, All OtherSolar Photovoltaic InstallersPest Control WorkersEducation Administrators, PostsecondaryMillwrightsCoaches and ScoutsForensic Science TechniciansSpecial Education Teachers, Kindergarten and	-26.3 2.25 ** 1.51 ** 1.21 ** 4.14 ** 1.59 ** 1.39 ** 1.24 ** 2.03 ** 12.70	109** 1293 ** 1348 ** 144 ** 1674 ** 1740 ** 203 ** 2149 ** 95	30.18 20.15 21.95 N/A 23.83 51.13 N/A 31.59 28.35	21.33 15.40 17.03 N/A 17.85 32.53 N/A 14.69 19.18	Retain Retain Retain Retain Retain Retain Retain Retain
514199         514012         292053         319099         472231         372021         119033         499044         272022         194092         252052	HSHW	Metal and Plastic Machine Workers, all otherComputer Numerically Controlled Tool ProgrammersPsychiatric TechniciansHealthcare Support Workers, All OtherSolar Photovoltaic InstallersPest Control WorkersEducation Administrators, PostsecondaryMillwrightsCoaches and ScoutsForensic Science TechniciansSpecial Education Teachers, Kindergarten andElementary School	-26.3 2.25 ** 1.51 ** 1.21 ** 4.14 ** 1.59 ** 1.39 ** 1.24 ** 2.03 ** 12.70 83.10	109** 1293 ** 1348 ** 144 ** 1674 ** 1740 ** 203 ** 2149 ** 95 243 421 **	30.18 20.15 21.95 <b>N/A</b> 23.83 51.13 N/A 31.59 28.35 32.63	21.33 15.40 17.03 N/A 17.85 32.53 N/A 14.69 19.18 23.32	Retain Retain Retain Retain Retain Retain Retain Retain Retain
514199         514012         292053         319099         472231         372021         119033         499044         272022         194092         252052	HSHW	Metal and Plastic Machine Workers, all otherComputer Numerically Controlled Tool ProgrammersPsychiatric TechniciansHealthcare Support Workers, All OtherSolar Photovoltaic InstallersPest Control WorkersEducation Administrators, PostsecondaryMillwrightsCoaches and ScoutsForensic Science TechniciansSpecial Education Teachers, Kindergarten andElementary SchoolEnvironmental Science and Protection Technicians,	-26.3 2.25 ** 1.51 ** 1.21 ** 4.14 ** 1.59 ** 1.39 ** 1.24 ** 2.03 ** 1.270 83.10 1.08 ** 1.60 **	109** 1293 ** 1348 ** 144 ** 1674 ** 203 ** 2149 ** 95 243 421 ** 427 **	30.18 20.15 21.95 <b>N/A</b> 23.83 51.13 N/A 31.59 28.35 32.63	21.33 15.40 17.03 N/A 17.85 32.53 N/A 14.69 19.18 23.32 14.42 32.47	Retain Retain Retain Retain Retain Retain Retain Retain Retain Retain Retain
<ul> <li>514199</li> <li>514012</li> <li>292053</li> <li>319099</li> <li>472231</li> <li>372021</li> <li>119033</li> <li>499044</li> <li>272022</li> <li>194092</li> <li>252052</li> <li>194091</li> <li>132054</li> <li>292081</li> </ul>	HSHW HSHW	Metal and Plastic Machine Workers, all otherComputer Numerically Controlled Tool ProgrammersPsychiatric TechniciansHealthcare Support Workers, All OtherSolar Photovoltaic InstallersPest Control WorkersEducation Administrators, PostsecondaryMillwrightsCoaches and ScoutsForensic Science TechniciansSpecial Education Teachers, Kindergarten andElementary SchoolEnvironmental Science and Protection Technicians,Including HealthFinancial Risk SpecialistsOpticians, Dispensing	-26.3 2.25 ** 1.51 ** 1.21 ** 4.14 ** 1.39 ** 1.39 ** 1.24 ** 2.03 ** 12.70 83.10 1.08 ** 1.60 ** 1.60 **	109** 1293 ** 1348 ** 144 ** 1674 ** 203 ** 2149 ** 95 243 421 ** 427 ** 436 **	30.18 20.15 21.95 N/A 23.83 51.13 N/A 31.59 28.35 32.63 21.61 52.89 24.68	21.33 15.40 17.03 N/A 17.85 32.53 N/A 14.69 19.18 23.32 14.42 32.47 17.64	Retain Retain Retain Retain Retain Retain Retain Retain Retain Retain Retain Retain Remove
<ul> <li>514199</li> <li>514012</li> <li>292053</li> <li>319099</li> <li>472231</li> <li>372021</li> <li>119033</li> <li>499044</li> <li>272022</li> <li>194092</li> <li>252052</li> <li>194091</li> <li>132054</li> <li>292081</li> <li>154012</li> </ul>	HSHW	Metal and Plastic Machine Workers, all otherComputer Numerically Controlled Tool ProgrammersPsychiatric TechniciansHealthcare Support Workers, All OtherSolar Photovoltaic InstallersPest Control WorkersEducation Administrators, PostsecondaryMillwrightsCoaches and ScoutsForensic Science TechniciansSpecial Education Teachers, Kindergarten andElementary SchoolEnvironmental Science and Protection Technicians,Including HealthFinancial Risk Specialists	-26.3 2.25 ** 1.51 ** 1.21 ** 4.14 ** 1.39 ** 1.39 ** 1.24 ** 2.03 ** 12.70 83.10 83.10 1.08 ** 1.60 ** 1.60 ** 1.39 **	109** 1293 ** 1348 ** 144 ** 1674 ** 203 ** 2149 ** 95 243 421 ** 427 ** 436 ** 452 **	30.18 20.15 21.95 N/A 23.83 51.13 N/A 31.59 28.35 32.63 21.61 52.89	21.33 15.40 17.03 N/A 17.85 32.53 N/A 14.69 19.18 23.32 14.42 32.47	Retain Retain Retain Retain Retain Retain Retain Retain Retain Retain Retain
<ul> <li>514199</li> <li>514012</li> <li>292053</li> <li>319099</li> <li>472231</li> <li>372021</li> <li>119033</li> <li>499044</li> <li>272022</li> <li>194092</li> <li>252052</li> <li>194091</li> <li>132054</li> <li>292081</li> </ul>	HSHW HSHW	Metal and Plastic Machine Workers, all otherComputer Numerically Controlled Tool ProgrammersPsychiatric TechniciansHealthcare Support Workers, All OtherSolar Photovoltaic InstallersPest Control WorkersEducation Administrators, PostsecondaryMillwrightsCoaches and ScoutsForensic Science TechniciansSpecial Education Teachers, Kindergarten andElementary SchoolEnvironmental Science and Protection Technicians,Including HealthFinancial Risk SpecialistsOpticians, Dispensing	-26.3 2.25 ** 1.51 ** 1.21 ** 4.14 ** 1.39 ** 1.39 ** 1.24 ** 2.03 ** 1.24 ** 2.03 ** 1.270 83.10 83.10 1.08 ** 1.60 ** 1.08 ** 1.39 ** 1.03 **	109** 1293 ** 1348 ** 144 ** 1674 ** 203 ** 203 ** 2149 ** 95 243 421 ** 427 ** 436 ** 452 ** 695 **	30.18 20.15 21.95 N/A 23.83 51.13 N/A 31.59 28.35 32.63 21.61 52.89 24.68	21.33 15.40 17.03 N/A 17.85 32.53 N/A 14.69 19.18 23.32 14.42 32.47 17.64	Retain Retain Retain Retain Retain Retain Retain Retain Retain Retain Retain Retain Remove
<ul> <li>514199</li> <li>514012</li> <li>292053</li> <li>319099</li> <li>472231</li> <li>372021</li> <li>119033</li> <li>499044</li> <li>272022</li> <li>194092</li> <li>252052</li> <li>194091</li> <li>132054</li> <li>292081</li> <li>154012</li> </ul>	HSHW HSHW	Metal and Plastic Machine Workers, all otherComputer Numerically Controlled Tool ProgrammersPsychiatric TechniciansHealthcare Support Workers, All OtherSolar Photovoltaic InstallersPest Control WorkersEducation Administrators, PostsecondaryMillwrightsCoaches and ScoutsForensic Science TechniciansSpecial Education Teachers, Kindergarten andElementary SchoolEnvironmental Science and Protection Technicians,Including HealthFinancial Risk SpecialistsOpticians, DispensingDatabase Administrators	-26.3 2.25 ** 1.51 ** 1.21 ** 4.14 ** 1.59 ** 1.39 ** 1.24 ** 2.03 ** 1.24 ** 2.03 ** 1.270 83.10 1.08 ** 1.60 ** 1.08 ** 1.39 ** 1.39 ** 1.03 ** 1.45 **	109** 1293 ** 1348 ** 144 ** 1674 ** 203 ** 203 ** 2149 ** 95 243 421 ** 427 ** 436 ** 436 ** 695 ** 700 **	30.18 20.15 21.95 N/A 23.83 51.13 N/A 31.59 28.35 32.63 21.61 52.89 24.68 50.06	21.33 15.40 17.03 N/A 17.85 32.53 N/A 14.69 19.18 23.32 14.42 32.47 17.64 31.50	Retain
<ul> <li>514199</li> <li>514012</li> <li>292053</li> <li>319099</li> <li>472231</li> <li>372021</li> <li>119033</li> <li>499044</li> <li>272022</li> <li>194092</li> <li>252052</li> <li>194091</li> <li>132054</li> <li>292081</li> <li>154012</li> <li>251199</li> </ul>	HSHW HSHW	Metal and Plastic Machine Workers, all otherComputer Numerically Controlled Tool ProgrammersPsychiatric TechniciansHealthcare Support Workers, All OtherSolar Photovoltaic InstallersPest Control WorkersEducation Administrators, PostsecondaryMillwrightsCoaches and ScoutsForensic Science TechniciansSpecial Education Teachers, Kindergarten andElementary SchoolEnvironmental Science and Protection Technicians,Including HealthFinancial Risk SpecialistsOpticians, DispensingDatabase AdministratorsPostsecondary Teachers, All Other	-26.3 2.25 ** 1.51 ** 1.21 ** 4.14 ** 1.39 ** 1.39 ** 1.24 ** 2.03 ** 1.24 ** 2.03 ** 1.270 83.10 83.10 1.08 ** 1.60 ** 1.08 ** 1.39 ** 1.03 **	109** 1293 ** 1348 ** 144 ** 1674 ** 203 ** 203 ** 2149 ** 95 243 421 ** 427 ** 436 ** 452 ** 695 **	30.18 20.15 21.95 N/A 23.83 51.13 N/A 31.59 28.35 32.63 32.63 21.61 52.89 24.68 50.06 35.64	21.33 15.40 17.03 N/A 17.85 32.53 N/A 14.69 19.18 23.32 14.42 32.47 17.64 31.50 20.45	Retain
<ul> <li>514199</li> <li>514012</li> <li>292053</li> <li>319099</li> <li>472231</li> <li>372021</li> <li>119033</li> <li>499044</li> <li>272022</li> <li>194092</li> <li>252052</li> <li>194091</li> <li>132054</li> <li>292081</li> <li>154012</li> <li>251199</li> <li>472044</li> </ul>	HSHW HSHW HSHW HSHW HSHW	Metal and Plastic Machine Workers, all otherComputer Numerically Controlled Tool ProgrammersPsychiatric TechniciansHealthcare Support Workers, All OtherSolar Photovoltaic InstallersPest Control WorkersEducation Administrators, PostsecondaryMillwrightsCoaches and ScoutsForensic Science TechniciansSpecial Education Teachers, Kindergarten andElementary SchoolEnvironmental Science and Protection Technicians,Including HealthFinancial Risk SpecialistsOpticians, DispensingDatabase AdministratorsPostsecondary Teachers, All OtherTile and Stone Setters	-26.3 2.25 ** 1.51 ** 1.21 ** 4.14 ** 1.59 ** 1.39 ** 1.24 ** 2.03 ** 1.24 ** 2.03 ** 1.270 83.10 1.08 ** 1.60 ** 1.08 ** 1.39 ** 1.39 ** 1.03 ** 1.45 **	109** 1293 ** 1348 ** 144 ** 1674 ** 203 ** 203 ** 2149 ** 95 243 421 ** 427 ** 436 ** 436 ** 695 ** 700 **	30.18 20.15 21.95 N/A 23.83 51.13 N/A 31.59 28.35 32.63 32.63 21.61 52.89 24.68 50.06 35.64 22.29	21.33 15.40 17.03 N/A 17.85 32.53 N/A 14.69 19.18 23.32 14.42 32.47 17.64 31.50 20.45 16.98	Retain
<ul> <li>514199</li> <li>514012</li> <li>292053</li> <li>319099</li> <li>472231</li> <li>372021</li> <li>19033</li> <li>499044</li> <li>272022</li> <li>194092</li> <li>252052</li> <li>194091</li> <li>252054</li> <li>292081</li> <li>154012</li> <li>251199</li> <li>472044</li> <li>291071</li> </ul>	HSHW HSHW HSHW HSHW HSHW	Metal and Plastic Machine Workers, all otherComputer Numerically Controlled Tool ProgrammersPsychiatric TechniciansHealthcare Support Workers, All OtherSolar Photovoltaic InstallersPest Control WorkersEducation Administrators, PostsecondaryMillwrightsCoaches and ScoutsForensic Science TechniciansSpecial Education Teachers, Kindergarten andElementary SchoolEnvironmental Science and Protection Technicians,Including HealthFinancial Risk SpecialistsOpticians, DispensingDatabase AdministratorsPostsecondary Teachers, All OtherTile and Stone SettersPhysician Assistants	-26.3 2.25 ** 1.51 ** 1.21 ** 4.14 ** 1.59 ** 1.39 ** 1.24 ** 2.03 ** 1.24 ** 2.03 ** 1.270 83.10 1.08 ** 1.60 ** 1.39 ** 1.45 ** 1.39 ** 1.39 ** 1.39 ** 1.45 ** 1.39 **	109** 1293 ** 1348 ** 144 ** 1674 ** 203 ** 203 ** 2149 ** 95 243 421 ** 427 ** 436 ** 435 ** 695 ** 700 ** 837 **	30.18 20.15 21.95 N/A 23.83 51.13 N/A 31.59 28.35 32.63 32.63 21.61 52.89 24.68 50.06 35.64 22.29 60.18	21.33 15.40 17.03 N/A 17.85 32.53 N/A 14.69 19.18 23.32 14.42 32.47 17.64 31.50 20.45 16.98 41.05	Retain
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292031		Cardiovascular Technologists and Technicians	7.00	94	27.91	16.91	Retain
472151		Pipelayers	-7.90	38	20.91	16.95	Remove
514011		Computer-Controlled Machine Tool Operators, M & P	** -0.10	393 **	21.23	17.20	Remove
472141		Painters, Construction and Maintenance	0.70 **	323 **	21.26	16.90	Retain
472181		Roofers	0.73 **	3129 **	22.81	15.94	Retain
519083		Ophthalmic Laboratory Technicians	0.85 **	294 **	17.15	14.93	Remove
472131		Insulation Workers, Floor, Ceiling, and Wall	0.81 **	256 **	21.13	15.39	Remove
435011		Cargo and Freight Agents	0.49 **	1289 **	26.57	19.81	Remove
292051		Dietetic Technicians	0.59 **	125 **	16.85	13.13	Remove
119198	HSHW	Personal Service Managers, All Other; Entertainment and Recreation Managers, Except Gambling; and Managers, All Other	0.79 **	123 **	N/A	N/A	Remove
292033		Nuclear Medicine Technologists	0.66 **	115 **	44.26	37.36	Remove
433051		Payroll and Timekeeping Clerks	** -0.78	1000 **	24.53	18.26	Retain
292036		Medical Dosimetrist	0.89 **	10 **	66.33	51.35	Remove
439061		Office Clerks, General	0.26	2,323	20.82	14.88	For Youth/W
436014		Secretaries and Administrative Assistants, Except	-0.35	1,126	20.50	15.08	Remove
		Legal, Medical, and Executive					
351012		First-Line Supervisors of Food Preparation and Serving Workers	1.29	1,025	21.21	14.90	Retain
499071		Maintenance and Repair Workers, General	1.24	928	20.72	15.26	Retain
411011		First-Line Supervisors of Retail Sales Workers	0.15	823	25.29	16.29	Retain
251011	HSHW	Business Teachers, Postsecondary	0.61	715	45.01	27.63	Retain
537051		Industrial Truck and Tractor Operators	1.51	590	21.39	16.65	Retain
472073		Operating Engineers and Other Construction Equipment Operators	1.43	240	23.58	17.90	Retain
111011	HSHW	Chief Executives	-0.03	214	123.87	50.08	Remove
371011		First-Line Supervisors of Housekeeping and Janitorial Workers	1.59	156	23.91	17.17	Retain
212011		Clergy	0.90	125	27.95	18.57	Retain
119032	HSHW	Education Administrators, Kindergarten through Secondary	0.74	81	44.33	33.56	Retain
		•	** -0.1				

Green = On State or Surrounding Area Regional DOL but not R28

Yellow = On 2324 DOL but not on 2425 DOL with recommendation to keep.

Blue= On 2324 but not on 2425 DOL with recommendation to keep for Youth/WT list.

Orange= On 2324 but not on 2425 DOL with recommendation to remove.

** Indicates data was collected from Statewide EP All other data was collected from local EP & OEWS	
All other data was collected from local EP & OEWS	



## Action Item Approval of New Training Programs

## Background

Process for Current Training Providers to Add Additional Programs

Applications for approval of new training programs for an existing training provider is year-round. The following must be provided for each training program:

- a) Program Cost & Performance Data Worksheet
- b) A complete course description and new fee schedule; and
- c) A copy of license that includes the course or program being added, if applicable.

Eligible Training Provider Policy Threshold Criteria for Programs

- Limit new training providers/new training programs to a maximum of 12 enrollments until performance is established.
- ITA Cap: Training customers may receive training assistance under ITA services with a lifetime cap of \$5,000.00 per individual.

### Customer Choice

WIOA training services must be provided in a manner that maximizes informed consumer choice in selecting an eligible provider. Individuals who are interested in training services are made aware of the full array of training services. Customers are invited to review and research training providers and programs outlined on the approved training provider list. Training provider and program selections must fall on the CareerSource Hillsborough Pinellas (CSHP) approved Eligible Training Provider List (ETPL) to be considered for enrollment through the WIOA program.

## Information

Approved Training Providers are requesting addition of the below programs to CSHP's Approved Training Provider Programs for PY 2024-2025, contingent upon the program being approved on the 2024-2025 Regional Targeted Occupations List.

### Aguilas International Technical Institute 7520 W. Water Avenue, Suite 19, Tampa, FL 33615

Program – Course # - Type of Degree or Certificate	Books & Supplies	Tuition	Fees	Total Cost	Duration of Training	Completion Rate	Average Wage at Placement
Home Health Aide – Diploma	\$60.00	\$665.00	\$125.00	\$850.00	9 months	100%	\$15.00

Maximum Potential CSHP Financial Impact: For 12 enrollments for the program is: \$10,200 (12 x \$850.00)

### **Finlay Institute of Nursing** 8011 N. Himes Avenue, Suite 1, Tampa, FL 33614

Program – Course # - Type of Degree or Certificate	Books & Supplies	Tuition	Fees	Total Cost	Duration of Training	Completion Rate	Average Wage at Placement
Practical Nursing – Diploma	N/A	\$12,235.00	\$150.00	\$12,385.00	12 months	100%	\$25.00

Maximum Potential CSHP Financial Impact: For 12 enrollments for the program is: \$60,000 (12 x \$5,000)

### **FleetForce Truck Driving School** 5840 26th St W, Building 18, Bradenton, FL 34207

Program – Course # - Type of Degree or Certificate	Books & Supplies	Tuition	Fees	Total Cost	Duration of Training	Completion Rate	Average Wage at Placement
Commercial Driver Operator (CDL) - Certificate	Included	\$6,495.00	\$500.00	\$6,995.00	4 weeks	78%	\$25.00

Maximum Potential CSHP Financial Impact: For 12 enrollments for the program is: \$60,000 (12 x \$5,000)

### Florida Technical College 3258 W. Hillsborough Avenue, Tampa, FL 32614

Program – Course # - Type of Degree or Certificate	Books & Supplies	Tuition	Fees	Total Cost	Duration of Training	Completion Rate	Average Wage at Placement
Electrical - Diploma	\$500.00	\$14,527.00	\$1,150.00	\$16,177.00	9 months	N/A – New Program	N/A - New Program
Heating Ventilating Air Conditioning & Refrigeration (HVACR) – Diploma	\$500.00	\$19,528.00	\$1,350.00	\$21,378.00	12 months	N/A – New Program	N/A – New Program
Medical Assistant Technician with Emphasis in Basic X- Ray- Diploma	\$500.00	\$20,168.00	\$1,350.00	\$22,018.00	12 months	N/A – New Program	N/A – New Program

• Maximum Potential CSHP Financial Impact: For 12 enrollments for the program is: \$180,000

○ Electrical (12 x \$5,000) = \$60,000

• HVACR (12 x \$5,000) = \$60,000

○ Medical Assistant Technician with Emphasis in Basic X-Ray (12 x \$5,000) = 60,000

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### Southern Technical College – Tampa Campus 3910 Riga Boulevard, Tampa, FL 33619

Program – Course # - Type of Degree or Certificate	Books & Supplies	Tuition	Fees	Total Cost	Duration of Training	Completion Rate	Average Wage at Placement
Medical Assistant – Diploma	\$0	\$18,500.00	\$0	\$18,500.00	10 months	51%	\$16.82

Maximum Potential CSHP Financial Impact: For 12 enrollments for the program is: \$60,000 (12 x \$5,000)

### Tampa Vocational Institute 2605 N. 43<sup>rd</sup> Street, Tampa, FL 33701

Program – Course # - Type of Degree or Certificate	Books & Supplies	Tuition	Fees	Total Cost	Duration of Training	Completion Rate	Average Wage at Placement
Construction Preapprenticeship Program - Carpenter	\$1,500.00	\$2,500.00	\$2,000.00	\$6,000.00	6 months	N/A -New Program	N/A -New Program
Construction Preapprenticeship Program - Mason	\$1,500.00	\$2,500.00	\$2,000.00	\$6,000.00	6 months	N/A -New Program	N/A -New Program
Construction Preapprenticeship Program - Electrician	\$1,500.00	\$2,500.00	\$2,000.00	\$6,000.00	6 months	N/A -New Program	N/A -New Program

• Maximum Potential CSHB Financial Impact: For 12 enrollments for the program is: \$180,000

Carpenter Pre-apprenticeship (12 x \$5,000) = \$60,000

• Mason Preapprencticeship (12 x \$5;000) = \$60,000

• Electrician Preapprencticeship (12 x \$5,000) = \$60,000

**Recommendation:** Approval of Aguilas International Technical Institutes, Finlay Institute of Nursing, FleetForce Truck Driving School, Florida Technical College, Southern Technical College, and Tampa Vocational Institute's applications for new training program(s) for program year 2024/2025.



# ACTION ITEM Approval of New Training Programs

### Process for Current Training Providers to Add Additional Programs

Applications for approval of new training programs for an existing training provider is year-round. The following documents have been received for each training program:

- a) Program Cost & Performance Data Worksheet
- b) A complete course description and new fee schedule; and
- c) A copy of license that includes the course or program being added, if applicable.

The following approved training providers are requesting to add new training programs to the Eligible Training Provider List (ETPL). The training programs are on the Regional Targeted Occupation List (RTOL) and CareerSource Florida Master Credential List (MCL).

Requesting approval for July 1, 2024, through June 30, 2026, dependent on continue representation on the RTOL and MCL.

## **Southern Technical Institute**

#### **Registered Behavior Technician**

Registered Behavior Technicians work with children with autism or other developmental disabilities to help them learn new skills and improve their behavior. They use Applied Behavior Analysis (ABA) techniques to teach skills such as communication, socialization, and self-care, and to reduce problem behaviors such as aggression and self-injury.

Program	Books & Supplies	Tuition & Fees	Total Cost	Duration of Training	Completion Rate	Average Wage at Placement	Retention Rate
Registered Behavior Technician	\$484	\$1,015	\$1,499	6 Months	New	\$19.93	New



# ACTION ITEM (cont.) Approval of New Training Programs

## **Pinellas Technical College**

### Electronic Systems Integration and Automation-Limited Voltage Technician – Clearwater

The purpose of this program is to prepare students for employment or advanced training in a variety of occupations in the Electronics Technology Integration industry. This program focuses on broad, transferable skills, stresses understanding and demonstration of the elements of the Electronics Technology Integration industry.

Program	Books & Supplies	Tuition & Fees	Total Cost	Duration of Training	Completion Rate	Average Wage at Placement	Retention Rate
Electronic Systems Integration and Automation-Limited Voltage Technician – Clearwater	\$2,800	\$2,190	\$4,990	8 Months	New	\$15.33	New

## St. Petersburg College

### Electrical & Instrumentation Technician One

The content includes but is not limited to communication skills, leadership skills, human relations and employability skills, safe and efficient work practices, and the technical training to support professional personnel in the engineering, design, development, and evaluation of electrical and instrument systems.

### **Real Estate Sales Agent**

The purpose of this program is to prepare students for employment as real estate sales agents, or to provide supplemental training for people previously or currently employed in these occupations. The student is also prepared for the respective state license examination.

The content includes, but is not limited to, selling, buying, renting, advertising, and financing real estate and real estate services.

Program	Books & Supplies	Tuition & Fees	Total Cost	Duration of Training	Completion Rate	Average Wage at Placement	Retention Rate
Electrical & Instrumentation Technician One	Included	\$995	\$995	8 Weeks	New	\$19.14	New
Real Estate Sales Agent	Included	\$1,150	\$1,150	8 Weeks	New	\$27.00	New

# ACTION ITEM (cont.) Approval of New Training Programs

## **ATA Career Education**

#### Limited Medical Radiography with Medical Assisting – Associate Degree

The Limited Radiography with Medical Assisting program prepares students for certifications in X-ray and Medical Assisting with one convenient Associate level program.

In addition to being trained and certified in the field of Limited Medical Radiography, you will also learn the hands-on patient care skills necessary to become a certified Medical Assistant.

The Limited Medical Radiography with Medical Assisting program is approved by the Florida Department of Health (FLDOH). Graduates are eligible to take the Florida Limited Radiography certification examination administered by the American Registry of Radiologic Technologists, and the Certified Medical Assistant Certification (CMA) offered through the National Center for Competency Testing (NCCT).

Program	Books & Supplies	Tuition & Fees	Total Cost	Duration of Training	Completion Rate	Average Wage at Placement	Retention Rate
Limited Medical Radiography with Medical Assisting – associate degree	\$3,869	\$24,220	\$28,089	70 weeks	50%	\$15-\$18	74%

### RECOMMENDATION

To approve adding the new training programs to the Eligible Training Provider List (ETPL) effective July 1, 2024.



## Approval of New Training Provider and Program

### **Process for New Training Providers**

Eligible Training Provider Policy application threshold criteria are as follows:

- Limit new training providers/new training programs to a maximum of 12 enrollments until performance is established.
- ITA Cap: Training customers may receive training assistance under ITA services up to a lifetime cap of \$5,000.00 per individual.

### **Customer Choice**

WIOA training services must be provided in a manner that maximizes informed consumer choice in selecting an eligible provider. Individuals who are interested in training services are made aware of the full array of training services. Customers are invited to review and research training providers and programs outlined on the approved training provider list. Training provider and program selections must fall on the CareerSource Hillsborough Pinellas (CSHP) approved Eligible Training Provider List (ETPL) to be considered for enrollment through the WIOA program.

## Faith Academy Nursing School 7402 N. 56<sup>th</sup> Street, Suite 2008B, Tampa, FL 33617

Faith Academy Nursing School has an Annual License with the CIE dated 2.19.2024. The Faith Academy Nursing School is currently reporting to FETPIP annually. Staff conducted a site visit on Friday, 4/12/2024.

Program – Course # - Type of Degree or Certificate	Books & Supplies	Tuition	Fees	Total Cost	Duration of Training	Completion Rate	Average Wage at Placement
Practical Nursing – Diploma	\$1,000.00	\$12,000.00	\$150.00	\$13,150.00	12 months	90%	\$27.00

Maximum Potential CSHP Financial Impact: For 12 enrollments for the program is: \$60,000 (12 x \$5,000)

## Recommendation

Approval of Faith Academy Nursing School new training provider application to include the aforementioned training program for program year 2024-2025.



## **ACTION ITEM**

## Approval of New Training Provider and Programs Evara Health Institute

### Process for Training Providers to be included on the Eligible Training provider List (ETPL)

Applications for approval of a new training provider and training programs are accepted year-round. The initial approval is valid for one year. The following documents were received for each training program:

- a) Program Cost & Performance Data Worksheet
- b) A complete course description and fee schedule; and
- c) A copy of license or accreditation that includes the course or program being added.
- d) Programs are part of the Regional Targeted Occupation List (TOL) and the CareerSource Florida Master Credential List (MCL).

### **Customer Choice**

WIOA training services must be provided in a manner that maximizes informed consumer choice in selecting an eligible provider. Individuals who are interested in training services are made aware of the full array of training services by CareerSource Hillsborough Pinellas. They are invited to review and research training providers and programs outlined on the approved training provider list. Training provider and program selections must be included on the Eligible Training provider List (ETPL) to be considered for enrollment through the WIOA program.

Evara Health Institute' mission is to provide high-quality healthcare training that is both accessible and affordable. The Institute is licensed by the Commission for Independent Education and the Medical Assistant program is an approved Registered Apprenticeship Program (RAP) by the Florida Department of Education.

### Medical Assistant

The Medical Assistant program is designed to prepare students for industry certification and to work successfully as medical assistants within primary, specialty and urgent care settings. The program combines theoretical instruction with practical hands-on training to prepare students with knowledge and skills needed to meet demands of a dynamic healthcare environment. Instruction in medical terminology, anatomy, physiology, and pathophysiology forms the basis for effective communication with patients, physicians, and other healthcare professionals.

Program	Books & Supplies	Tuition & Fees	Total Cost	Duration of Training	Completion Rate	Average Wage at Placement	Retention Rate
Medical Assistant	Included	\$7,500	\$7,500	36 Weeks	New	\$16.73	New

#### **Behavioral Health Technician**

The Behavioral Health Technician program prepares students to work in a variety of healthcare settings assisting individuals with mental health, substance abuse, and behavioral changes. Students gain well-rounded knowledge and skills through a curriculum integrating topics in mental health, addiction studies, applied behavior analysis, trauma-informed care, treatment planning, and professional self-care. Coursework provides a foundation in common psychiatric medications, addictions across drug classes, neurobiology of addiction, trauma impacts, resilience factors and recovery models. Techniques are developed in assessment, counseling, case management, behavior modification, data collection, and crisis intervention. The applied analysis course aligns with the Registered Behavior Technician Task List to equip students with knowledge and competencies for certification. Students learn how to implement ABA therapy and skills building plans under the supervision of a Board-Certified Behavior Analyst.

Program	Books & Supplies	Tuition & Fees	Total Cost	Duration of Training	Completion Rate	Average Wage at Placement	Retention Rate
Behavioral Health Technician	Included	\$7,500	\$7,500	36 Weeks	New	\$18.27	New

### Limited Scope Radiology

The Limited Scope Radiography program provides students with the knowledge and skills to begin a career as basic x-ray machine operator in Florida. The program may also be taken by healthcare professionals seeking to expand their scope of practice to include basic x-ray procedures. Through a combination of classroom instruction and clinical education, students learn the technical aspects of producing medical images as well as patients care and communication skills.

Coursework covers radiation protection and safety practices, radiographic procedures and positioning, principles of image production, radiographic equipment operation, and patient care foundations. In the anatomy and physiology course, students gain an understanding of body structures and function with an emphasis on cross-sectional relationships relevant to radiologic sciences. Students also receive instruction in medical terminology tailored specifically for radiology professionals. Students apply knowledge and skills gained in the classroom and simulation laboratory to real-world setting under the guidance of qualified radiology professionals for two 90-hour externship experiences during which students complete required competencies in chest, extremity, spine, skull, and podiatric radiographic imaging.

Program	Books & Supplies	Tuition & Fees	Total Cost	Duration of Training	Completion Rate	Average Wage at Placement	Retention Rate
Limited Scope Radiology	included	\$7,500	\$7,500	36 weeks	New	\$19.26	New

### RECOMMENDATION

To approve adding Evara Health Institute and these training programs to the CareerSource Hillsborough Pinellas Eligible Training Provider List (ETPL).



## Action Item Related Party Contract and Programs

### Background:

### Related Party

Local Workforce Development Boards (LWDBs) are required to comply with all requirements of Section 445.007, Florida Statutes, prior to contracting with a board member, with an organization represented by its own board member, or with any entity where a board member has any relationship with the contracting vendor. This section mandates all LWDBs, entering a contract, including contract renewal or extension, with an organization or individual represented on the Board, must meet the following requirements:

- a) Approve the contract by a two-thirds (2/3<sup>rd</sup>) vote of the Board, when a quorum has been established.
- b) Board members who could benefit financially from the transaction or who have any relationship with the contracting vendor must disclose any such conflicts prior to the board vote on the contract.
- c) Board members who could benefit financially from the transaction or board members who have any relationship with the contracting vendor must abstain from voting on the contracts; and
- d) Prior to entering such contracts, contracts \$10,000 or higher require Florida Department of Commerce and CareerSource Florida approval. Contracts less than \$10,000 do not require approval but notification.

Per the By-Laws, the Board member with the conflict must verbally disclose the conflict of interest, abstain from voting, leave the room during discussion during vote on said issue, and submit a Voting Abstention form to the Administrative Services Coordinator. Reference to the member leaving the room and submission of the Voting Abstention form shall be included in meeting minutes.

#### Training Provider

The Workforce Innovation and Opportunity Act (WIOA) of 2014 provides training services using Individual Training Accounts (ITAs). ITAs can be used to access training from eligible *Training Providers* who have been approved by the Board to provide training for occupations on the Board's targeted occupations list that are in demand or emerging on the local economy, experienced growth, and provide opportunities for high-skill, high-wage jobs.

WIOA training services must be provided in a manner that maximizes informed consumer choice in selecting an eligible provider. Customers who are interested in training services are made aware of the full array of training services by CareerSource Hillsborough Pinellas (CSHP). and invited to review and research training providers and programs outlined on the CSHP's approved training provider list. Training provider and program selections must fall on CSHP's ETPL to be considered for enrollment

### Information:

The two related party training providers (1) HCC ICCE and (2) HCSB Technical Colleges request approval to continue as a Training Provider, and where noted, addition of new programs to CSHP's approved training programs for PY 2024-2025, contingent upon the program being approved on the 2024-2025 Regional Targeted Occupations List.

Amount Not to Exceed:

- Continuing programs: Estimated based on 2-year look back of Training Provider's performance on their collective programs.
- New programs: Based on (1) Limit new training providers/new training programs to a maximum of 12 enrollments until performance is established and (2) ITA Cap: Training customers may receive training assistance under ITA services with a lifetime cap of \$5,000.00 per individual

### Hillsborough Community College (HCC) Institute for Corporate and Continuing Education (ICCE)

Organization Name	Board Member	Amount Not to Exceed
Hillsborough Community College (HCC)	Dr. Brian Mann	\$136,588

Туре	# of Programs	Amount Not to Exceed
New Training Programs ITAs	1	\$21,588
Continuing Training Programs ITAs	85	\$115,000
TOTAL	86	\$136,588

#### Addition of New Program

Program – Course # - Type of Degree or Certificate	Books & Supplies	Tuition	Fees	Total Cost	Duration of Training	Completion Rate	Average Wage at Placement
CompTIA Data+ - Certificate	Included	\$1,799.00	N/A	\$1,799.00	6 weeks	N/A – New Program	N/A – New Program

Amount Not to Exceed: 12 enrollments @ \$1,799 per enrollment totals \$21,588.

<u>Recommendation 1</u>: For PY 2024/2025, approval of Hillsborough Community College as a Training Provider for a total not to exceed of \$136,588 and the addition of the new program, contingent upon FloridaCommerce and CareerSource Florida approval.

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### Hillsborough County School Board (HCSB) - Technical Colleges

Organization Name	Board Member	Amount Not to Exceed	
Hillsborough County School Board	Warren Scott Brooks	\$232,762	

Туре	# of Programs	Amount Not to Exceed
New Training Programs ITAs	5	\$207,762
Continuing Training Programs ITAs	30	\$25,000
TOTAL	35	\$232,762

#### Addition of New Programs

Aparicio-Levey Technical College	\$28,200
Brewster Technical College	\$148,392
Erwin Technical College	\$31,170
Total	\$207,762

### Aparicio-Levey Technical College - 1 Raider Place, Plant City, FL 33563

Program – Course # - Type of Degree or Certificate	Books & Supplies	Tuition	Fees	Total Cost	Duration of Training	Completion Rate	Average Wage at Placement
Automotive Maintenance and Light Repair Technician - Diploma	\$240.00	\$1752.00	\$330.00	\$2,350.00	9 months	N/A – New Program	N/A – New Program

Amount Not to Exceed: 12 enrollments @ \$2,350.00 per enrollment totals \$\$28,200.

### Brewster Technical College - 2222 N. Tampa Street, Tampa, FL 33602

Program – Course # - Type of Degree or Certificate	Books & Supplies	Tuition	Fees	Total Cost	Duration of Training	Completion Rate	Average Wage at Placement
Automotive Service Technology – Certificate	\$4,665.40	\$5,004.00	\$201.20	\$9,870.60	19 months	80%	\$19.00
Central Sterile Processing Technology- Certificate	\$419.00	\$1,807.00	\$140.00	\$2,366.00	7 months	90%	\$19.00
Pharmacy Technician	\$1,420.00	\$2,919.00	\$120.00	\$4,459.00	12 months	93%	\$17.00

Amount Not to Exceed: Totals: 148,392 (1) Automotive Service Technology ( $12 \times 5,000$ ) = 60,000 (2) Central Sterile Processing Technology ( $12 \times 2,366$ ) = 28,392 and (3) Pharmacy Technician ( $12 \times 5,000$ ) = 60,000

Program – Course # - Type of Degree or Certificate	Books & Supplies	Tuition	Fees	Total Cost	Duration of Training	Completion Rate	Average Wage at Placement
Baking & Pastry Arts	\$611.00	\$1,752.00	\$234.50	\$2,597.50	600 clock hours	N/A – New Program	N/A – New Program

Amount Not to Exceed: 12 x \$2,597.50 = \$31,170

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<u>Recommendation 2:</u> For PY 2024/2025, approval of Hillsborough County School Board as a Training Provider for a total not to exceed of \$232,762, and the addition of the new programs, contingent upon FloridaCommerce and CareerSource Florida approval.

#### EXHIBIT D DISCLOSURE AND CERTIFICATION OF CONFLICT OF INTEREST IN A CONTRACT

I, Dr. Brian Mann , a bo	pard member / an employee of the board (circle one) hereby
disclose that I, myself / my employer / my business /	
	pre) could benefit financially from the contract described below:
Local Workforce Development Board: CareerSource Hillsb	
Contractor Name & Address: Hillsborough Community College - 2	
Contractor Contact Phone Number:813- 253-7022	
Description or Nature of Contract: Training Provider of Training	ng Programs
Description of Financial Benefit*: Employee of Organization	
1	osures are made: The contractor's principals**/owners***:
(check one)	
have no relative who is a member of the board or	an employee of the board, OR
have a relative who is a member of the board or a	
The contractor's principals**/owners*** 🚺 isi principal's/owner's name is: _Dr. Brian Mann	s not (check one) a member of the board. If applicable, the
Brian W. Mann Digitally signed by Brian W. Mann Date: 2024.06.13 10:53:51 -04'00'	Dr. Brian Mann
Signature of Board Member/Employee	Print Name

6/13/24

Date

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

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

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

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

#### EXHIBIT D DISCLOSURE AND CERTIFICATION OF CONFLICT OF INTEREST IN A CONTRACT

I, Warren Scott Brooks	, a board member / an employee of the board (circle one) hereby
disclose that I, myself / my employer /	my business / my organization / OR "Other" (describe)
(c	ircle one or more) could benefit financially from the contract described below:
Local Workforce Development Board:	CareerSource Hillsborough Pinellas
Contractor Name & Address: Hillsborough	County School Board - 901 E. Kennedy Blvd, Tampa, FL, 33602
Contractor Contact Phone Number: 813	3-231-1860
Description or Nature of Contract: Train	ing Provider of Training Programs
Description of Financial Benefit*: Empl	oyee of Organization
For purposes of the above contract the	following disclosures are made: The contractor's principals**/owners***:
(check one)	
(check one)	of the board or an employee of the board, OR
have no relative who is a member of	f the board or an employee of the board, whose name is:
I have a relative who is a member o	The board of all employee of the board, where inter the
The contractor's principals**/owners**	** 🔽 isis not (check one) a member of the board. If applicable, the
principal's/owner's name is: Warren Sco	ott Brooks
ON XAMA	
	Warren Scott Brooks
Signature of Board Member/Employee	Print Name
	r/rz/24
	Date

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

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

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

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



# ACTION ITEM Related Party Contract Evara Health Institute

### Background

Local Workforce Development Boards (LWDBs) are required to comply with all requirements of <u>Section 445.007</u>, Florida Statutes, prior to contracting with a board member, with an organization represented by its own board member, or with any entity where a board member has any relationship with the contracting vendor.

- A) These types of contracts are considered related party agreements.
- B) Require two thirds Board of Directors approval.
- C) The board member with the conflict must abstain from voting.
- D) Contracts are submitted to Florida Department of Commerce for review.

CareerSource Hillsborough Pinellas is anticipating entering into an approved training provider agreement with Evara Health Institute to provide qualifying individuals financial assistance with training and training related cost. It is estimated the total cost will not exceed \$150,000.

Company	Board Member	ITA (not to exceed)
Evara Health Institute	Rebecca Sarlo	\$150K

### Recommendation:

Approval of the related party contract with Evara Health Institute by a two-thirds (2/3<sup>rd</sup>) vote with a spending cap of \$150,000.

## FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME-FIRST NAME-MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE CareerSource Hillsborough Pinellas Workforce Board				
MAILING ADDRESS 14100 58th Street N.	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:				
CITY	COUNTY		COUNTY	OTHER LOCAL AGENCY	
Clearwater	Pinellas	NAME OF POLITICAL			
DATE ON WHICH VOTE OCCURRED		MY POSITION IS:			
ال					

### WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

#### **INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES**

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

- PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and
- WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

\* \* \* \* \* \* \* \* \* \* \* \* \*

#### **APPOINTED OFFICERS:**

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

• You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

<ul> <li>A copy of the form must be provided immediately to the other members of the agency.</li> <li>The form must be read publicly at the next meeting after the form is filed.</li> <li>IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:</li> <li>You must disclose orally the nature of your conflict in the measure before participating.</li> <li>You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.</li> </ul>								
DISCLOSURE OF LOCAL OFFICER'S INTEREST								
Rebecca Sarlo , hereby disclose that on June 17 , 20 24 :								
<ul> <li>(a) A measure came or will come before my agency which (check one or more)</li> <li>inured to my special private gain or loss;</li> <li>inured to the special gain or loss of my business associate,;</li> <li>inured to the special gain or loss of my relative,;</li> <li>inured to the special gain or loss of <u>Evara Health</u>, by</li> <li>whom I am retained; or</li> <li>inured to the special gain or loss of, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.</li> <li>(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:</li> <li>Related Party Contract votes for Individual Training Accounts with Evara Health Institute</li> </ul>								

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

6/11/2024

DocuSigned by:

Date Filed

Dr. Rebucca Sarlo Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

#### EXHIBIT C CONTRACT INFORMATION FORM

This form is to disclose a conflict or potential conflict and to seek approval of a contract involving a conflict or potential conflict of interest of board members or employees. All requested information is required. Failure to provide complete information may result in disapproval of the contract.

 I, Barclay Harless
 , hereby certify the following information regarding a contract that was approved by a two-thirds (2/3) vote of a quorum of CareerSource Pinellas Board of Directors and will be executed and implemented immediately after receiving the State's approval in compliance with section 445.007(11), Florida Statutes.

 Identification of all parties to the contract:
 Evara Health Institute and CareerSource Hillsborough Pinellas

 Contractor Name & Address:
 Evara Health Institute 4100 58th Stree N Clearwater 33760

Contractor Contact Phone Number: 727-824-8181

Contract Number or Other Identifying Information, if any: Individual Training Accounts

Contract Term: 7/1/2024-6/30/2025

Value of the Contract with no extensions or renewals exercised: up to \$150,000

Value of the Contract with all extensions and renewals exercised:

Description of goods and/or services to be procured: Individual Training Accounts (ITA)

Method of procurement for the goods and/or services to be procured: Individual Training Accounts

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

The nature of the conflicting interest in the contract: Employee of Evara Health Institute

The board member or employee with the conflict of interest\_\_\_\_\_\_did\_\_\_\_\_did not (check one) attend the meeting(s), including subcommittee meetings, at which the board discussed or voted to approve the contract. If the board member or employee with the conflict of interest attended the meeting(s), including subcommittee meetings, at which the board discussed or voted on the contract, the board member or employee abstained from voting.

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

- A certified board membership roster listing all members on the board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting(s), including subcommittee meetings, and for those in attendance, the affirmative and negative votes and abstentions for each member.
- Consistent with the procedures outlined in section 112.3143, Florida Statutes, the dated and executed conflict of interest form that was submitted at or before the board meeting(s) in which a vote related to the contract took place, for board member/employee who has any relationship with the contracting vendor.
- A draft copy of the related party contract and amendments, as applicable.
- Documentation supporting the method of procurement of the related party contract.
- A copy of the board meeting and committee meeting minutes that document the discussion and approval of the related party contract.

I certify there the of the formation above is true and correct.

## Barclay Harless

Signature of Board Chair / Vice Chair\*

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

Barclay Harless Print Name 6/7/2024 Date

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#### EXHIBIT D DISCLOSURE AND CERTIFICATION OF CONFLICT OF INTEREST IN A CONTRACT

I<u>Rebecca Sarlo</u>, a board member / an employee of the board (circle one) hereby disclose that I, myself / my employer / my business / my organization/ OR "Other" (describe)\_\_\_\_\_

\_\_\_\_\_(circle one or more) could benefit financially from the contract described below:

Workforce Development Board: CareerSource Hillsborough	Pinellas
Workforce Development Board: CareerSource Hillsborough	Pinellas

Contractor Name & Address: Evara Health Institute 14100 58th Stree N Clearwater 33760

Contractor Contact Phone Number: 727-824-8181

Description or Nature of Contract: Training Provider approved for Individual Training Accounts

Description of Financial Benefit\*: Individual Training Accounts provided to Board member's company

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

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

 $\times$  have no relative who is a member of the board or an employee of the board; OR

have a relative who is a member of the board or an employee of the board, whose name is:

The contractor's principals\*\*/owners\*\*\*<u>X</u> is <u>X</u> is not (check one) a member of the board. If applicable, the principal's owners's name is: \_\_\_\_\_\_

Dr. Refecca Sarlo

Local

Signature of Board Member/Employee

Rebecca Sarlo

Print Name

6/6/2024

Date

\* "Benefit financially from a contract" means the special private financial gain to a member, a special private financial gain to any principal which retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the member or the special private financial gain to any member's relatives or business associate or to a board employee and such benefit is not remote or speculative. \*\* "Principal" means an owner or high-level management employee with decision-making authority.

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

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



## **Action Item**

# PY 24-25 Board of Directors Schedule

Background:

On May 30, 2024, CareerSource Hillsborough Board of Directors Meeting met and briefly discussed and was decided to bring it back for discussion at the next meeting.

- The below calendar lists potential dates for the Consortium to meet quarterly.
- The Board of Directors calendar lists potential months to meet Bi-monthly alternating meeting locations between Hillsborough and Pinellas locations
- The CareerSource Tampa Bay Board was meeting on the third Thursday quarterly at 9 a.m.
- The CareerSource Pinellas Board was meeting on the second Wednesday Bi-Monthly at 11:45 a.m.

	2024	Aug. 2024	2024	Oct. 2024	Nov. 2024	Dec. 2024	Jan. 2025	Feb. 2025	Mar. 2025	<b>Apr</b> . 2054	May 2025	2025
Consortium Meetings 10:30 a.m. – 12:00 p.m. Hybrid Meeting			<b>3</b> Meridian			<b>3</b> EpiCenter			<b>4</b> Meridian			<b>3</b> EpiCenter
Board of Directors	X		X		X		X		X		X	
Hybrid Meeting	EpiCenter		Tampa		EpiCenter		Tampa		EpiCenter		Tampa	
All Consortium and Board meetings are conducted in accordance with the <i>Florida Sunshine Law.</i> Meridian One         EpiCenter         Tampa Center												
4350 W Cypress Street, Ste. 875 Tampa, FL 33607			'5	EpiCenter 13805 58 <sup>th</sup> Street N. Clearwater, FL 33760				9215 No	mpacen orth Flori pa, FL 3			
If you are a person with a disability who requires assistance in attending any of the meetings, please contact Tammy Stahlgren at 813-397-2070 or Leah Geis at 727-608-2551.												
Public Comments: Refer to <u>Public Comments</u> for instructions regarding public comments to the Consortium meeting. If a person decides to appeal any decision made by the board with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Revised 11.29.23												
Collaborate – Innovate – Lead												

2024 – 2025 Schedule of Consortium and Board Meetings

## **Recommendation:**

It is recommended that the Board of Directors meet Bi-Monthly alternating meeting locations between Hillsborough and Pinellas locations. The Day and time will be decided at the meeting.



CareerSource Hillsborough Pinellas 9215 North Florida Avenue | Tampa, FL 33612 CareerSourceTampaBay.com

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