

Federal Awarding Agency U.S.DOL  
CFDA # Veterans 17.801, WTP 93.558, Wagner-Peyser 17.207, UC Services 17.225,  
CFDA #WIOA Youth 17.259, WIOA Adult 17.258, WIOA Dislocated Worker 17.278  
Agreement Amount: On An As Needed Basis As Requested By CareerSource

**VENDOR AGREEMENT NO. V22-101**  
**BY AND BETWEEN**  
**CAREERSOURCE PALM BEACH COUNTY, INC. (CareerSource)**  
**AND**  
**SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA (Contractor)**

**WHEREAS**, CareerSource desires to enter into this Vendor Agreement ("Agreement") with Contractor for the provision of Individual Training Accounts by Contractor.

**NOW THEREFORE**, in consideration of the mutual covenant and agreement expressed herein, CareerSource and Contractor hereby agree as follows.

1. This Agreement is made and entered into by and between CareerSource and Contractor for the provision of Individual Training Accounts in accordance with "Attachment A Contractor Terms And Conditions" and "Attachment B" which are incorporated herein by reference and attached hereto and made a part hereof of the terms of this Agreement and constitute promised performance by the Contractor.

**IN WITNESS WHEREOF**, Contractor and CareerSource have caused this Agreement to be duly executed as of the date set forth below.

APPROVED BY: Contractor  
School Board of Palm Beach County, Florida

BY:   
Signed Authorized Contractor Representative

Fred Barch, Director  
Print Authorized Contractor Representative Name & Title

Date: 3/7/22

APPROVED BY: CareerSource

BY:   
Signed Julia Dattolo, President/CEO

Date: 6/1/22

# ATTACHMENT B

\*Contractor's training is located at the addresses stated below.

A Program Name	B SOC Code Number & Name/Title	C Program Length in Hrs.	D Name National or Industry Recognized Licensure or Credential	E Program Costs	F CareerSource \$ Subsidy
1. Certified Nursing Assistant (CNA) Exam Prep	311014 Nursing Assistants	30	Certificate of completion	287	287
2. Commercial Class 'B' Driving	533032 Heavy and Tractor Trailer Truck Drivers	150	Certificate of completion and driving license DMV 196	383	383
3. Commercial Vehicle Driving	533032 Heavy and Tractor Trailer Truck Drivers	320	Certificate of completion and driving license DMV 196	5900	5620
4. Culinary ServeSafe Training and Certification	352014 Cooks, Restaurant 119051 Food Service Managers	3	Certified ServeSafe Food Handler	135	135
5. Electrocardiograph Technology (EKG)	292034 Radiologic Technologists 319092 Medical Assistants 292071 Medical Records and Health Information Technicians	465	Certificate of Completion	1638	1638
6. Excavator Training	472073 Operating Engineers/Construction Equipment Operators 537051 Industrial Truck and Tractor Operators (Forklift Operators)	5	Certificate of Completion	300	300
7. Fiber Optics Level I	492022 Telecommunications Equipment Installers and Repairers	42	Certificate of Completion	625	625
8. Fiber Optics Level II	492022 Telecommunications Equipment Installers and Repairers	51	Certificate of Completion	625	625
9. Food Service Credentialing	352014 Cooks, Restaurant 119051 Food Service Managers	60	ServeSafe Certificate, TIPS (Alcohol Serving Credential) Certificate, Federation of Dining Room Professionals Certificate	300	300
10. Forklift Training	537051 Industrial Truck and Tractor Operators (Forklift Operators)	5	Certificate of Completion	200	200
11. Health Unit Coordinator	436013 Medical Secretaries 319099 Healthcare Support Workers, All Other	630	Certificate of Completion	1607	1607
12. Home Health Aide	311011 Home Health Aides	165	Certificate of completion	837	837
13. Medical Laboratory Assisting	319097 Phlebotomists 292012 Medical and Clinical Laboratory Technicians 319097 Phlebotomists	465	Certificate of completion	1186	1186
14. Phlebotomy	319099 Healthcare Support Workers, All Other	165	Certificate of completion	873	873

*Career and Technical Center	Phone Number	Courses Offered
<b>Chuck Shaw Technical Education Center</b> 4260 Westgate Avenue, West Palm Beach, FL 33409 (Formerly Adult Education Center)	561-616-7800	Home Health Aide Phlebotomy Electrocardiograph Technician CNA Exam Prep Forklift Training Class A Commercial Driver's License HVAC Apprenticeship Electrical Apprenticeship
<b>Delray Full Service</b> 301 SW 14th Avenue, Delray Beach, FL 33444	561-266-1200 or 561-266-1201	CNA Exam Prep Electrocardiograph Technician Phlebotomy Health Unit Coordinator/Monitor Home Health Aide
<b>Forest Hill Community High School</b> 6901 Parker Avenue, West Palm Beach, FL 33405	561-540-2417	Home Health Aide (Spanish)
<b>North Technical Education Center</b> 7071 Garden Road, Riviera Beach, FL 33404	561-649-6001	Pre-Apprenticeship (HVAC, Electrical, Carpentry, Plumbing and Welding)
<b>South Technical Adult Education Center</b> 616 W. Woolbright Road, Boynton Beach, FL 33437	561-364-7992	Food Service Credentialing Program
<b>West Technical Education Center</b> 2625 NW 16th Street, Belle Glade, FL 33430	561-829-4620 or 561-829-4615	Home Health Aide Phlebotomy Electrocardiograph Aide EKG Technician Forklift Training Mini Excavator Training Class A Commercial Driver's License Class B Commercial Driver's License

<b>*Adult Education Sites - Offer ESOL, and GED Instruction</b>		<b>Phone Number</b>
Atlantic Community High School, 2455 W. Atlantic Ave., Delray Beach, FL 33445		561-243-1520
Boca Raton Community High School, 1501 NW 15th Ct., Boca Raton FL 33486		561-338-1420
Boca Raton Community Middle School, 1251 NW 8th St., Boca Raton, FL 33486		561-416-8718
Boynton Beach Community High School, 4975 Park Ridge Blvd., Boynton Beach, FL 33426		561-752-1213
Chuck Shaw Technical Education Center, 4260 Westgate Avenue, West Palm Beach, FL 33409		561-616-7800
Delray Full Service, 301 SW 14th Avenue, Delray Beach, FL 33444		561-266-1200 or 561-266-1201
Forest Hill Community High School, 6901 Parker Avenue, West Palm Beach, FL 33405		561-540-2417
John I. Leonard Community High School, 4701 10th Ave N., Greenacres, FL 33463		561-641-1200
Jupiter Community High School, 500 North Military Trail, Jupiter, FL 33458		561-743-6012
Lake Worth Community High School, 1701 Lake Worth Rd., Lake Worth, FL 33460		561-533-6363
Lantana Community Middle School, 1225 W. Drew St., Lantana, FL 33462		561-540-3406
North Technical Education Center, 7071 Garden Rd., Riviera Beach FL 33404		561-649-6001
Olympic Heights Community High School, 20101 Lyons Rd., Boca Raton, FL 33434		561-852-6905
Palm Beach Central Community High School, 8499 W. Forest Hill Blvd., Wellington, FL 33411		561-304-1004
Palm Beach Gardens Community High School, 4245 Holly Dr., Palm Beach Gardens, FL 33410		561-775-7228
Palm Beach Lakes Community High School, 3505 Shiloh Drive, West Palm Beach, FL 33407		561-640-5025
Palm Springs Community Middle School, 1560 Kirk Road, West Palm Beach, FL 33467		561-357-5016
Park Vista Community High School, 7900 Jog Road, Lake Worth, FL 33467		561-491-8411
<b>*Adult Education Sites - Offer ESOL, and GED Instruction</b>		<b>Phone Number</b>
Royal Palm Beach Community High School, 10600 Okeechobee Blvd., Royal Palm Beach, FL 33411		561-753-4070
Santaluces Community High School, 6880 Lawrence Road, Lantana, FL 33462		561-642-6212
Seminole Ridge Community High School, 4601 Seminole Pratt Whitney Rd., Loxahatchee, FL 33470		561-422-2673
South Technical Adult Education Center, 616 W. Woolbright Road, Boynton Beach, FL 33437		561-364-7992
Wellington Community High School, 2101 Greenview Shores Blvd., Wellington, FL 33414		561-333-4339
West Boca Comm. High School, 12811 Glades Road, Boca Raton, FL 33498		561-672-2035
West Technical Education Center, 2625 NW 16th St., Belle Glade, FL 33430		561-829-4620 or 561-829-4615

**ATTACHMENT A  
CONTRACTOR TERMS AND CONDITIONS**

**1. TERM**

The term of this Agreement shall commence on July 1, 2022 and shall end on June 30, 2027. No later than June 30, 2024 and June 30, 2026, Contractor agrees to submit an application for continued subsequent eligibility to CareerSource. Failure to submit the application will result in the suspension of referrals to Contractor's training.

**2. RESPONSIBILITIES OF CONTRACTOR**

Contractor is responsible for the delivery of those Individual Training Accounts (ITA) or training programs as outlined in "Attachment B". Contractor agrees to provide occupational skills training in those occupations deemed to be in demand in Palm Beach County per the State of Florida approved Regional Targeted Occupations List for Local Workforce Development Area 21. Contractor's training program(s) must be currently operational and available to the general public and be a licensed training program approved by the Florida Department of Education Commission for Independent Education in the name of Contractor or a public post secondary school program or a program carried out under the Act of August 16, 1937 (commonly known as the "National Apprenticeship Act"; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.).

Contractor is responsible for reporting any Federal, State and other taxes as may be required by law. No payments shall be made for any costs materials or any out of pocket expenses. Contractor hereby represents that Contractor has paid all Federal, State and other taxes as may be required by law and that there are no tax liens filed against Contractor and no judgments entered against Contractor which have not been fully satisfied, discharged and released as of the date of the Agreement. Breach by Contractor of the foregoing representation shall constitute a misrepresentation by Contractor and CareerSource may in its sole and absolute discretion terminate the Agreement immediately upon notice to Contractor.

An ITA is an account used to finance job training services with vouchers issued to eligible CareerSource job seekers and redeemed through Contractors that are approved by CareerSource. The ITA may only be used to purchase training for a program that is on the State of Florida approved Regional Targeted Occupations List for Region 21. CareerSource reserves the right to obtain any and all information associated with the Contractor's training program including, but not limited to, inspecting the training site and/or equipment, reviewing the training program curriculum, contacting individuals, job seekers, agencies or employers or other sources who may have knowledge as to the Contractor's performance, qualifications and/or financial solvency and additional information as required by CareerSource.

Contractor agrees and certifies:

- A. Contractor is a public post-secondary school or is a private post-secondary school licensed by the Florida Department of Education Commission for Independent Education or an entity that carries out programs under the Act of August 16, 1937 (commonly known as the "National Apprenticeship Act"; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.) to provide the training program(s) stated in "Attachment B" of the Agreement.
- B. Contractor shall provide a nationally or industry recognized credential for the training. The diploma or certificate of completion for the training shall be issued in the name of and by Contractor. The certification or license for the training can be issued by an external source other than Contractor. An industry recognized credential is defined as a credential (e.g., a certification, certificate of completion, examination score, license) recognized by a specific industry or employer group for a designated skill, or set of skills, required to perform a specific occupation or task at the workplace. Contractor shall not subcontract the delivery of the training program(s) stated in "Attachment B" of the Agreement and shall be directly responsible for providing the training to the CareerSource job seeker.
- C. Contractor shall submit licensure documentation to CareerSource, to the satisfaction of CareerSource and as requested by CareerSource issued in the name of the Contractor from the Florida Department of Education Commission for Independent Education, if applicable, for each training program(s) stated in "Attachment B" of the Agreement.
- D. Contractor shall participate and report student data in the Florida Education & Training Placement Information Program.
- E. Completion of the training will render graduates eligible for any and all certifications required for employment in the occupation for which they are trained. Contractor is prohibited from receiving any remuneration to attract students
- F. Program Cancellations: In the event a program (class) is cancelled Contractor shall notify CareerSource Contracts Manager two weeks in advance of the date the program will no longer be available.
- G. Contractor agrees to timely submit vouchers, performance reports, program outcome forms, invoices and as applicable ITA modification forms as follows:

REPORT AND FORM REQUIRED	DUE DATE
1. Fax, email or mail a copy of the signed ITA referral voucher to the career consultant who issued the referral.	Within five days of the job seeker starting the program
2. Student Training Status Report: Submit electronically to ita@careersourcepbc.com. In the event Contractor fails to timely submit the required monthly Training Status Report to CareerSource referrals will be suspended to the Contractor until the first of the next month, following 30 continuous calendar days. Example: Contractor submits report to CareerSource on Oct 11 <sup>th</sup> . Report is due Oct 10 <sup>th</sup> . Referrals are suspended until December 1 <sup>st</sup> .	By the 10th of each month for the previous month's activities

REPORT AND FORM REQUIRED	DUE DATE
3. Training Outcome Form: Submit electronically to ita@careersourcepbcc.com along with the final invoice. In the event Contractor fails to timely submit the required Training Outcome Form with the final invoice to CareerSource, referrals will be suspended to the Contractor until such time as Contractor comes into compliance as determined by CareerSource in its sole and absolute discretion.	When a job seeker either drops out or completes a program
4. ITA Date Change Form: No more than three Date Change requests shall be submitted by Contractor to CareerSource and the total cumulative number of days requested shall not exceed 90. Example: Contractor submits Date Change Request requesting a 30-day extension which CareerSource approves. Thereafter, Contractor submits a second Date Change Request requesting an additional 30-day extension which CareerSource approves. Thereafter, Contractor submits a third Date Change Request requesting an additional 31-day extension which is not approved by CareerSource because although the total number of requests is three the total cumulative number of days exceeds 90. The first request was for 30 days; the second request was for 30 days and the third request was for 31 days = 91 days total cumulatively. Note: All Date Change Request requests are subject to the approval of CareerSource in its sole and absolute discretion.	A minimum of seven calendar days before the program end date as stated on the ITA referral voucher or Date Change Request if more than one Date Change Request has been previously submitted and approved by CareerSource

- H. Quarterly Training Provider Meetings: Contractor agrees to attend quarterly training provider meetings. Meetings are held the first Wednesday in the months of July, October, January and April. Meetings start at 1:00 p.m. and are held at CareerSource's Career Center 3400 Belvedere Road, West Palm Beach, Florida 33406. Scheduled dates, times and location are subject to change at the sole discretion of CareerSource. **Contractor's failure to attend the April Quarterly Training Provider meeting shall constitute breach of the Agreement and cause for the non-renewal of the Agreement with CareerSource at the sole and absolute discretion of CareerSource.**
- I. Minimal Education Requirements: Contractor agrees to enter minimal education and entry requirements for each program submitted to CareerSource.
- J. Orientation: New Contractors are required to attend an ITA orientation with CareerSource staff prior to the issuance of referrals. Current Contractors that hire new staff who oversee the CareerSource contract and work with CareerSource job seekers are required to attend an ITA orientation with CareerSource staff prior to the issuance of further referrals to Contractor.
- K. Training Related Employment: Contractor is encouraged to use the State of Florida system to assist in the placement of a CareerSource job seeker who completed Contractor's training. Training Related Employment is defined as a placement into an occupation related to the training.
- L. Contractor Performance Review & Subsequent Eligibility: Contractor agrees to submit monthly training performance data for each approved program of study in accordance with CareerSource Policy QA-008 Training Provider Performance Review, incorporated herein by reference as though written verbatim and constitute promised performances by CareerSource and Contractor.

### 3. COMPENSATION

#### A. CAREERSOURCE SUBSIDY AMOUNT

The subsidy amount paid by CareerSource to Contractor shall be in accordance with CareerSource Policy PO-073 Eligible Training Provider Approval, incorporated herein by reference as though written verbatim and constitute promised performances by CareerSource and Contractor. In the event there are multiple SOC Codes for a program, the highest entry wage rate for that program's SOC Code will be used to calculate the CareerSource subsidy amount. In the event a balance remains between the CareerSource subsidy amount, PELL or other grant funds and the publicly published program cost, Contractor agrees to:

- provide a scholarship and waive the remaining balance due the Contractor and not hold responsible or require further payment from CareerSource or the CareerSource job seeker for any amount that exceeds the CareerSource subsidy (note: this requirement is not applicable to not-for profit and public institution training provider contractors); or
- provide a scholarship in the amount of 20% of the publicly published tuition for the program which will reduce the remaining balance due Contractor from the CareerSource job seeker (note: this requirement is not applicable to not-for profit and public institution training provider contractors).

The CareerSource job seeker is required to pay Contractor the price difference or balance, if any, between the CareerSource subsidy amount, PELL or other grant funds and the Contractor scholarship amount. Student loans are to be used as a last resort for payment to Contractor.

The CareerSource subsidy amount is subject to change during the term of this Agreement at the sole discretion of CareerSource. In the event CareerSource determines the subsidy amount will change during the term of the Agreement an amendment to the Agreement will be signed by both parties. The changed will take subsidy amount will take effect at execution of an amendment to the Agreement by both parties. The program price charged CareerSource by the Contractor during the term of the contract shall be no more than Contractor's regular publicly published price for the program. In the event the program price stated in the contract is more than Contractor's regularly publicly published price, the Contractor agrees to notify CareerSource of the price differential immediately and a contract amendment will be executed between CareerSource and the Contractor reflecting the currently publicly published price for that program. The publicly published price will take effect at execution of an amendment to the Agreement by both parties.



B. PAYMENT METHODOLOGIES: Contractor's programs are offered on either a semester basis or non-semester basis as indicated in "Attachment B" of the Agreement.

- Non-Semester Based Program: Prior to the start of a program CareerSource will issue an ITA referral to Contractor's program. Contractor shall submit two invoices prepared by Contractor for each 1/2 payment described below for each job seeker referral made to a program as follows:
  - 1) 1/2 at the beginning of the program. Contractor's first invoice for 1/2 payment shall be submitted to CareerSource no later than thirty days after the job seeker attends the first day of the program or class. Invoices received from Contractor by CareerSource thirty days after the job seeker attends the first day of the program or class shall not be paid by CareerSource. For job seekers that drop out before one third of the training program completion, Contractor will be responsible for a full refund to CareerSource excluding the actual documented cost of books and fees.
  - 2) 1/2 at issuance by Contractor of a certificate of completion of the training program and a training credential if required by the industry in which the training has been completed. Completion of the training program is defined as completion by the job seeker of one hundred percent of the total training program hours stated in Attachment B and submission of a certificate of completion and a completed Program Outcome Form signed by the Contractor. The second invoice must include a certificate of completion and a completed Program Outcome Form signed by the Contractor. Contractor's second invoice for the remaining 1/2 payment shall be submitted to CareerSource no later than thirty days after the job seeker completes the training program which date shall be stated on the CareerSource Referral To Training Voucher or approved by CareerSource on the Training Date Change form. Invoices received from Contractor by CareerSource more than thirty days after the job seeker completes the training program shall not be paid by CareerSource for job seekers that do not complete the training program, no second payment will be made by CareerSource to Contractor.
- Semester Based Program: Prior to the start of the semester, CareerSource will issue an ITA voucher for the individual programs to be taken that semester. The voucher amount will be the prorated share of the semester cost times the percentage of the total amount to be paid. The percentage to be paid is the ratio of the CareerSource subsidy to the total program cost. For example: If the total training cost is \$10,000 and CareerSource has agreed to pay \$7,500 the percentage to be paid is 75%. If the cost for the current semester is \$3,000, the prorated share is  $\$3,000 \times 75\% = \$2,250$ . Contractor's invoice shall be submitted to CareerSource no later than thirty days after the job seeker attends the first day of the program or class. Invoices received from Contractor by CareerSource more than thirty days after the job seeker attends the first day of the program or class shall not be paid by CareerSource. If a program lasts more than one semester, any subsequent or continuing ITA vouchers from CareerSource will be issued after the participant has presented proof of satisfactory completion of the previous semesters. Completion of the training program is defined as completion by the job seeker of one hundred percent of the total training program hours stated in Attachment B and submission of a certificate of completion and a completed Program Outcome Form signed by the Contractor. For job seekers that drop out before one third of completion of the currently enrolled semester hours, which hours shall be stated on the CareerSource Referral To Training Voucher or approved by CareerSource on the Training Date Change form, Contractor will be responsible for a full refund to CareerSource for that semester excluding the actual, documented cost of books, materials and supplies.

C. PELL

The Workforce Innovation and Opportunity Act (WIOA), Section 134(B) requires coordination of training costs under WIOA with funds available from other sources. The federal regulations for WIOA (20 CFR Part 652, §663.320 (b)) added a stipulation that WIOA funds are to be coordinated with Title V Higher Education Act, such as PELL Grants, Federal Supplemental Educational Opportunity Grants (FSEOG) and Florida Student Assistance. This stipulation is for two main reasons: 1) to avoid duplicate payments in cases where a participant may be eligible for both funds, and 2) to maximize the use of federal funds so that participants will avoid taking out student loans for training.

As a result, CareerSource staff must require participants to establish eligibility for PELL Grants, FSEOG, Post-Secondary Adult Vocational Grants (PSAV) and other financial aid during the process of determining suitability for participation in a training program. Participants are not required, and should not be encouraged, to apply for or access student loans, or incur personal debt as a condition of WIOA participation. The exact mix of funds should be based on the availability of funding, with the goal of ensuring that the costs of the training program the participant selects are fully paid, so that the training can be completed successfully.

Reducing the amount of WIOA funds by the full amount of PELL Grant funds without adjusting for allowable PELL expenses is not permitted, as CareerSource payments to Contractor may be applied to a job seeker's costs prior to the inclusion of PELL Grant funds. Federal policy stipulates that reimbursement is not required from the portion of Pell Grant assistance disbursed to the WIOA client for education-related expenses. Therefore, no reimbursement of CareerSource funds is required, when PELL Grant funds are applied to the job seekers cost. The job seeker may utilize any overage for other education related expenses (housing, transportation, childcare, uniforms, equipment, living expenses, etc.). Regional Workforce Board Accountability Act of 2012 authorized ITA expenditures may only include tuition, books and fees of training providers. Supplies, uniforms and testing, etc if not included in the program cost and paid separately by the student are not allowable training program costs payable by CareerSource.

- D. The Agreement does not constitute a commitment by CareerSource to Contractor for any dollar amount, any minimum number of job seeker referrals or ITA vouchers, nor any financial obligations by CareerSource until an ITA Referral has been issued and verified by Contractor. Contractor shall provide ITAs on an as needed basis to CareerSource.

- E. The program price charged CareerSource by the Contractor during the term of the contract shall be no more than Contractor's regular publicly published price for the program. In the event the program price stated in the contract is more than Contractor's regularly publicly published price, the Contractor agrees to notify the CareerSource Contracts Manager of the price differential immediately and a contract amendment will be executed between CareerSource and the Contractor reflecting the currently publicly published price for that program. The publicly published price shall be effective immediately upon execution of the amendment to the contract by both parties.
- F. CareerSource shall not compensate Contractor for a job seeker attending the same training program or course more than once in a lifetime. CareerSource shall only pay for tuition, books and fees listed in "Attachment B" of the Agreement, in accordance with CareerSource Policy PO-073 Eligible Training Provider Approval.
- G. Contractor expressly understands and agrees that unexpected programmatic changes and/or reductions in funding levels may occur due to factors beyond the control of CareerSource, including but not limited to, new or revised Regulations, changes in funding levels, new legislation, or newly promulgated state agency rulings. Thus, no assurances of any kind, verbal or in writing, of continued funding are given to Contractor and Contractor expressly undertakes its obligations under this Agreement at its own risk.
- H. Pursuant to the risk described immediately above, if the funds which is the intended source of funding for this Agreement is not awarded, or if awarded, is funded at a level lower than requested, CareerSource will not be liable to Contractor for any damages or for any previously authorized payments beyond the cancellation date or date of modification of the funding.
- I. CareerSource shall give written notice to Contractor within 10 business days from the date of receipt of any cancellation or modification notice. If funding is terminated or reduced, payments to Contractor shall be prorated out of funding up to the date of cancellation or if the funding is modified, this Agreement shall be altered or reduced at the sole discretion of the CareerSource. Contractor shall be reimbursed for all costs incurred up to Contractor's receipt of notice of termination, to the extent that CareerSource has received funds for reimbursement under this Agreement.
- J. The Parties agree that no reliance on any additional future funding has been promised by CareerSource or indicated as a condition by Contractor or been the basis for inducement to Contractor, for the execution of this Agreement nor for the complete fulfillment of responsibilities and terms of this Agreement by Contractor. CareerSource has not agreed and shall not agree to award to Contractor for this Agreement any additional state or federal funding received or funding which CareerSource may receive in the future.

#### **4. COMPLIANCE WITH POLICIES AND LAWS**

The warranty of this Section specifically includes compliance by Contractor and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the provisions of the Workforce Innovation and Opportunity Act of 2014, the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR Parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Contractor agrees that, if applicable, it shall comply with 2 CFR Part 200.

#### **5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS**

Contractor certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98 and 45 CFR PART 74. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

#### **6. INDEPENDENT CONTRACTOR**

In the execution of this Agreement and rendering of services prescribed by this Agreement, Contractor shall maintain at all times its independent status, and shall be considered an independent Contractor in the performance of its duties and responsibilities under this Agreement. CareerSource shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties. No provision of this Agreement, act of Contractor in the performance of this Agreement, or act of CareerSource in the performance of this Agreement, shall be construed as making Contractor the agent, servant or employee of the CareerSource.

#### **7. CONDITIONS PRECEDENT**

Contractor shall obtain insurance coverage as noted in Article 8. And provide to CareerSource upon request the following documentation:

- 1) A certificate of insurance with a company licensed to do business. Certifying that Contractor carries Commercial General Liability insurance in the amount of \$1,000,000 aggregate/\$1,000,000 per occurrence. CareerSource shall be named an additional insured and shall be granted a waiver of subrogation. CareerSource shall receive 30 days written notice prior to any cancellation or material change to the Commercial General Liability insurance policy providing the coverage and limits required by this Agreement. This insurance coverage is subject to approval by CareerSource and shall remain in force during the life of this Agreement.



## **2) OTHER INSURANCE**

CareerSource may require Contractor to furnish additional and/or different insurance coverage, as may be required from time to time under applicable Federal or State laws. In such case, the Parties will enter into discussion for an equitable adjustment as the case may be. In no instance shall the provisions for insurance be deemed to be a release, limitation or waiver of any claim or assessment that the CareerSource may have against the Contractor for any liability of any nature related to performance under this Agreement.

- 3) In the event of an Agreement with a governmental organization or state entity, which is self insured, Contractor shall be self-insured within the State limit for general liability.

## **8. INDEMNIFICATION/HOLD HARMLESS**

To the extent not otherwise prohibited or limited by Florida law or Federal law or regulation, and without waiving any defense or immunity, Contractor shall be liable, and agrees to be liable, for and shall indemnify, defend, and hold harmless the CareerSource, any of its directors, employees, or agents, officers or assignees, and the Palm Beach County Board of County Commissioners from liability of any nature and kind, including costs, expenses, and attorney's fees, for or on account of any actions, suits or damages of any character whatsoever arising out of any negligent act or omission of the Contractor or any employee, agent, subcontractor, or representative of the Contractor.

Contractor further agrees to indemnify, save harmless and defend the Palm Beach Workforce Development Consortium, the Palm Beach County Board of Commissioners, its agents, servants, and employee harmless from any and all demand or cause of action, suits, judgments, or damages including court costs and attorney's fees of whatsoever kind or nature arising out of arising out of any conduct or misconduct, intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the performance of this Agreement, including any claim or actions brought under Title 42 USC §1983, the Civil Rights Act and for which the Palm Beach Workforce Development Consortium, the Palm Beach County Board of Commissioners, its agents, servant of employees are alleged to be liable.

In the event of any claim or suit against CareerSource on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, Contractor shall furnish to CareerSource, when requested, all evidence and information in possession of Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of CareerSource except where Contractor has agreed to indemnify CareerSource or the Palm Beach Workforce Development Consortium or the Palm Beach County Board of Commissioners.

## **9. MONITORING**

Contractor agrees to and understands that to ensure compliance with all applicable CareerSource procedures and Agreement obligations, it will be responsible for self-monitoring and self-evaluation of all activities conducted under this Agreement and maintaining related documentation for review by CareerSource or any of its designees. External monitoring may be conducted by the CareerSource. Contractor shall respond in writing to all findings stated in the monitoring report within 10 working days following receipt thereof. Contractor agrees to cooperate with any review, monitoring, evaluation or audit by CareerSource, the Palm Beach County Commissioners, the Governor of Florida, the U.S. Comptroller General, the U.S. Secretary of Labor, or other designated representatives, and any other authorized State, Federal representative of any training program or course which the Contractor administers or operates and which is funded, in whole or in part, by CareerSource. Contractor agrees to make available for examination any and all records requested and shall permit such entities to audit, examine, and make excerpts and transcripts, in whole or in part, from such records and to conduct audits of all Agreements, invoices, materials, records of personnel, conditions of employment, and all other data requested. Such access shall be granted during regular office hours of the Contractor with or without previous announcement and shall include provisions by the Contractor of suitable workspace for such monitoring, inspection, audit, or investigation to be conducted.

## **10. AMENDMENT**

- A. This Agreement may be amended by CareerSource and Contractor only in writing and properly executed by the parties hereto. Nothing in this section shall excuse the Contractor from proceeding with this Agreement as originally agreed until a written modification has been fully executed.
- B. Notwithstanding changes due to requirements pursuant to new laws, the CareerSource may, from time to time, request changes in the Scope of Work of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between, CareerSource and Contractor, shall be incorporated in written amendments to this Agreement. If CareerSource and Contractor are unable to reach agreement on any equitable adjustments, the CareerSource shall make a determination as to the adjustment. If the Contractor does not agree with the determination, the matter shall be resolved in accordance with CareerSource Grievance Procedures.

## **11. NON-ASSIGNABILITY CLAUSE**

This Agreement or any right accruing hereunder shall not be assigned by Contractor in whole or in part without the prior written consent of the CareerSource. Any assignment in violation hereof shall be invalid.

## **12. GOVERNING LAW AND VENUE**

The place for any hearing, arbitration or otherwise, shall be Palm Beach County, Florida. This Agreement shall be interpreted under the laws of the State of Florida.

## **13. TERMINATION**

Either party may terminate this Agreement at any time for any reason for convenience, upon giving twenty-four hours (24) written notice to the other party. If said Agreement should be terminated for convenience as provided herein, CareerSource will be relieved of all

obligations under said Agreement and CareerSource will only be required to pay that amount of the Agreement actually performed to the date of termination with no payment due for unperformed work.

#### **14. NOTICES**

Any notice, request or demand required or permitted to be given hereunder by either Party to the other shall be effected either by the parties in writing and given personally or mailed certified, return receipt requested, postage prepaid or telecopier with applicable verification of date and time initiated, if mailed the following day, at their respective addresses set forth above, or to such address as such party may provide in writing delivered and effective as provided in this Section 15 from time to time. Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of 5 days after mailing or verified receipt whichever is earlier.

#### **15. RETENTION OF RECORDS**

Contractor agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Agreement for a period of 7 years. Contractor shall maintain complete and accurate record keeping and documentation as required by the CareerSource and the terms of this Agreement. Copies of all records and documents shall be made available for the CareerSource upon request. All invoices and documentation must be clear and legible for audit purposes. Any records not available at the time of an audit will be deemed unavailable for audit purposes.

#### **16. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES (29 CFR PART 37 AND 45 CFR PART 80)**

As a condition of funding from Client under Title I of the WIOA, Contractor assures that it will comply fully with the following:

- 1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- 2) Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- 3) Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs.
- 4) The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 5) Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- 6) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.
- 7) The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- 8) Equal Employment Opportunity (EEO): The Contractor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
- 9) Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements Contractor makes to carry out the WIOA Title I-financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

#### **17. CERTIFICATION REGARDING LOBBYING AND INTEGRITY**

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this Agreement is in excess of \$100,000, Contractor must, prior to contract execution, complete the Certification Regarding Lobbying Form. XX See Appendix A to 29 CFR Part 95 and Appendix A to 45 CFR Part 74 13.

#### **18. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS**

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violation of the above to the contract manager. Energy Efficiency: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163). Contractor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

#### **20. ACCESSIBILITY TO HANDICAPPED AND LIMITED ENGLISH-SPEAKING**

Contractor certifies they are compliant and shall conduct all activities under the Agreement in accordance with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 as amended, and the

regulations promulgated under such Acts, with respect to the disabled and the limited English-speaking. Contractor shall assure that programs and activities under this Agreement are accessible to the disabled without discrimination, including:

- a) making reasonable accommodation for an individual's disability;
- b) the provision of services in the most integrated setting appropriate to the needs of the disabled individual;
- c) providing auxiliary aids for the vision and hearing impaired during recruitment, referral, and assessment of prospective program job seekers. Contractor shall maintain the physical facilities utilized under this Contract as accessible to the disabled in accordance with the applicable standards of the General Services Administration or shall submit to CareerSource an alternate plan for access by the disabled to services provided under this Agreement.

## **21. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

Contractor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program. CareerSource's approval is required prior to Contractor distributing, advertising, communicating, public announcement or sending any outreach material containing references to CareerSource or CareerSource WIOA funded training services.

## **22. CONFIDENTIALITY**

It is understood that the Contractor shall maintain the confidentiality of any information, regarding Client customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by Client for purposes related to the performance or evaluation of the Agreement may be divulged to Client or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of the Client. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

## **23. NO THIRD-PARTY BENEFICIARIES**

No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by CareerSource or Contractor to be sued by third parties in any manner arising out of any contract.

## **24. PROCUREMENT OF RECOVERED MATERIALS**

Contractor agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

## **25. DOMESTIC PREFERENCES FOR PROCUREMENTS**

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

## **26. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT / PROMOTING FREE SPEECH AND RELIGIOUS LIBERTY**

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See Public Law 115-232, section 889 for additional information and 2 CFR part 200.471. Contractor agrees to follow the statutory and national policy requirements, as applicable, stated in 2 CFR § 200.300 and Executive Order 13798 Promoting Free Speech and Religious Liberty and Executive Order 13864 Improving Free Inquiry, Transparency and Accountability at College and Universities.

## **27. E-VERIFY EMPLOYMENT ELIGIBILITY CERTIFICATION AFFIDAVIT**

Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify system to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. Contractor shall obtain from each of its subcontractors who will perform hereunder, an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. The Contractor shall provide CareerSource with a copy of said affidavit upon request by CareerSource and shall maintain a copy during the term of the Agreement. This provision shall not supersede any provision of the Agreement which requires a longer retention period. CareerSource shall terminate the Agreement if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If CareerSource has a good faith belief that Contractor's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, CareerSource shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor. If CareerSource terminates this Contract pursuant to the above, Contractor shall be barred from being awarded a future contract by CareerSource for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Contractor shall also be liable for any additional costs incurred by CareerSource as a result of the termination.

**ADDENDUM TO VENDOR AGREEMENT NO. V22-101  
BY AND BETWEEN  
CAREERSOURCE PALM BEACH COUNTY, INC.  
3400 Belvedere Road, West Palm Beach, Florida 33406  
AND  
SCHOOL BOARD OF PALM BEACH COUNTY  
3300 Forest Hill Boulevard, West Palm Beach, Florida 33406**

**WHEREAS**, CareerSource Palm Beach County, Inc. (CareerSource) entered into Vendor Agreement V22-101 ("Agreement") with the School Board of Palm Beach County (Contractor) for the provision of Individual Training Accounts by Contractor in accordance with "Attachment A Contractor Terms and Conditions" and "Attachment B" which are incorporated herein by reference and attached hereto and made a part hereof of the terms of this Addendum and constitute promised performance by the Contractor; and

**WHEREAS**, the parties wish to amend "Section 8. INDEMNIFICATION/HOLD HARMLESS" and "Section 2.A. RESPONSIBILITIES OF CONTRACTOR" of "ATTACHMENT A CONTRACTOR TERMS AND CONDITIONS" of the Agreement.

**NOW THEREFORE**, in consideration of the mutual covenant and agreement expressed herein, CareerSource and Contractor hereby agree as follows.

1. Delete in its entirety "Section 8. INDEMNIFICATION/HOLD HARMLESS" of "ATTACHMENT A CONTRACTOR TERMS AND CONDITIONS" of the Agreement and replace with the below revised "Section 8. INDEMNIFICATION".

**INDEMNIFICATION BY CAREERSOURCE**

CareerSource agrees to indemnify Contractor and its officers, directors, employees and agents, from and against all claims, liabilities, losses, costs, damages, judgments, penalties, fines, attorneys' fees, court costs and other legal expenses, insurance deductibles and all other expenses arising out of or relating to, directly or indirectly:

- a) the negligent, grossly negligent, or intentional act or omission of CareerSource or its directors, officers, employees or agents in the performance of the Agreement; and
- b) CareerSource's failure to perform any of its obligations under the Agreement.

CareerSource recognizes the broad nature of this indemnification and hold harmless article and voluntarily makes this covenant for good and valuable consideration provided by Contractor in support of this indemnification in accordance with the laws of Florida.

**CONTRACTOR'S LIABILITY**

Nothing herein will obligate Contractor to indemnify or in any other way be liable to pay to any person or entity any amount which exceeds the amount(s) for which Contractor could be liable under the provisions of Section 768.28, Florida Statutes, and nothing herein will be read as a waiver of sovereign immunity beyond that provided in that cited statute, nor will anything herein be read as increasing the liability of Contractor to any person or entity beyond those limits of liability for which Contractor could be held liable under that cited statute.

2. Delete in its entirety "Section 2.A. RESPONSIBILITIES OF CONTRACTOR" of "ATTACHMENT A CONTRACTOR TERMS AND CONDITIONS" of the Agreement and replace with the below revised "Section 2.A. RESPONSIBILITIES OF CONTRACTOR".

Contractor is a public post-secondary School District or is a private post-secondary school licensed by the Florida Department of Education Commission for Independent Education or an entity that carries out programs under the Act of August 16, 1937 (commonly known as the "National Apprenticeship Act"; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.) to provide the training program(s) stated in "Attachment B" of the Agreement

3. This Addendum shall be effective on July 1, 2022. All other provisions of the Agreement and any attachments thereto in conflict with this Addendum shall be and are hereby changed to conform with this Addendum. All provisions not in conflict with this Addendum are still in effect and are to be performed at the level specified in the Agreement.

**IN WITNESS WHEREOF**, CareerSource and Contractor have caused this Addendum to the Agreement to be duly executed as of the date set forth below.

APPROVED BY: Contractor  
School Board of Palm Beach County

By:   
Signed Frank A. Barbieri, Jr., Esq., Chairperson

Date: 6/15/22

By:   
Signed Michael J. Burke, Superintendent

Date: 6/21/22

APPROVED BY: CareerSource  
CareerSource Palm Beach County, Inc.

By:   
Signed Julia Dattolo, President/CEO

Date: 6/27/22

Reviewed and approved as to legal sufficiency  
*Kimberly Hall* 5/10/2022





THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
**Contract/Agreement Addendum  
Concerning Student Information**

ADDENDUM, Concerning Student Information, to the Contract/Agreement ("the Contract") dated, \_\_\_\_\_  
between the school (named below) or The School Board of Palm Beach County, Florida (named below) and Vendor/Partner (named below).

School or School Board School District of Palm Beach County

Vendor or Partner CareerSource Palm Beach County

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the Vendor's/Partner's signature below, the School Board of Palm Beach County, Florida (the "School Board") hereby designates [vendor/partner] ("the Receiving Party") as an "other school official" for the purpose of receiving limited personally identifiable information from education records of students under the Family Education Rights and Privacy Act (20 U.S.C. s. 1232g) and 34 C.F.R. s. 99.31(a)(1)(i)(B), and sections 1002.22 and 1002.221, Florida Statutes, because the School Board recognizes the Receiving Party has a legitimate educational interest in receiving this information in order to fulfill the Receiving Party's responsibilities for the school or School Board under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving personally identifiable information from education records of students, the Receiving Party warrants and agrees that the Receiving Party:

1. will limit the use of, or access to, personally identifiable information from education records of students to the limited scope of information actually needed to complete the Receiving Party's duties and/or services under the Contract. The School Board has determined that the Receiving Party has a legitimate educational interest in receiving only the following fields of student data, for example: name, grade-level, school attending, etc. (indicate fields of data requesting below); and

Name, Grade-Level, School Attending, Home Address, Date of Birth

2. will limit the access to personally identifiable information from education records of students to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to fulfill the Receiving Party's responsibilities under the Contract); and
3. shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally identifiable information from education records of students, except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
4. is under the direct control of the School Board with respect to the use and maintenance of education records; and
5. is subject to the requirements of 34 C.F.R. s. 99.33(a) governing the use and redisclosure of personally identifiable information from an education record of a student, meaning the Receiving Party may disclose personally identifiable information from an education record only on the condition that the party to whom the information is disclosed will not disclose the information to any other party without the prior consent of the parent or eligible student as those terms are defined in 34 C.F.R. s. 99.3, and the officers, employees, and agents of a party that receives information from the Receiving Party may use the information, subject to the limitations described in paragraph 2 above, but only for the purposes for which the disclosure was made; and
6. shall not use any of the personally identifiable information from education records of students that is received pursuant to this Addendum in violation of any applicable federal or state law, rule, regulation, or School Board policy; and
7. will store and process personally identifiable information from education records of students in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure personally identifiable information from unauthorized access, disclosure, and use. Receiving Party will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Receiving Party will also have a written incident response plan, to include prompt notification of the School Board in the event of a security or privacy incident, as well as best practices for responding to a breach of personally identifiable information. Receiving Party agrees to share its incident response plan with the School Board upon request; and
8. will dispose of all information disclosed to it by the school or the School Board (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, unless the information in the possession of the Receiving Party constitutes a "record copy" required to be retained by the School District's Records Retention Schedule (available online at the District's Records Management website, <http://www.palmbeachschools.org/records/>), in which case the Receiving Party will return the information to the School Board rather than disposing of it.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

Legal Name of the Receiving Party  
(Vendor/Partner)

CareerSource Palm Beach County

Vendor or Partner

Signature of person having authority to enter  
legally binding agreements on behalf of Receiving  
Party.

Date

The School

School District of Palm Beach County

For the School Board of Palm Beach County, Florida

Signature of person having authority to enter legally  
binding agreements on behalf of the School or The  
School Board of Palm Beach County, Florida.

Date



This is a controlled document. Printed copies must have issue number verified prior to each use. This document begins with this page and ends with the signature page.

<b>Title:</b>	<b>PO-073 Eligible Training Provider Approval</b>
<b>SOP ID:</b>	186
<b>Status:</b>	Released
<b>Document Number:</b>	PO-073
<b>Issue Number:</b>	2
<b>Effective Date:</b>	2021-03-31 00:00:00
<b>Author Name:</b>	swright
<b>Last Update Date:</b>	2021-03-18 14:14:42.373000
<b>By:</b>	swright
<b>Area Or Program Affected:</b>	WIOA A&DW, WIOA Youth, Contracts, Finance
<b>Document Type:</b>	Policy
<b>Description Of Change:</b>	Update to Subsidy Cap and Operation/Licensure Requirement

## Purpose

The purpose of this policy is to provide guidance related to the approval of training providers and programs that may be funded under the Workforce Innovation and Opportunity Act and other workforce programs as determined by funders' criteria.

## Application

This policy applies to all CareerSource Palm Beach County (CSPBC) staff responsible for determining approval of applications from vendors to become an Eligible Training Provider (ETP).

## Definitions

CSPBC: CareerSource Palm Beach County

ETP: Eligible Training Provider

ETPL: Eligible Training Provider List

ITA: Individual Training Account

Providers: Training Providers or Vendors

RTOL: Regional Targeted Occupations List

SOP: Standard Operating Procedure

WIA: Workforce Investment Act of 1998

WIOA: Workforce Innovation and Opportunity Act of 2014

Program Year: July 1 through June 30

## Reference Documents

1. Workforce Innovation and Opportunity Act (WIOA), Sections 122, 133
2. WIOA Regulations, 20 CFR 680.400 et seq., Subpart D- Eligible Training Providers
3. Florida Statutes, Chapter 445- Workforce Innovation FS Chapter 1005
4. Florida Statutes, Chapter 1008- Florida Education and Training Placement Information Program
5. Nonpublic Postsecondary Education FAC6E- Commission for Independent Education FS Chapter 1008
6. CareerSource Florida Administrative Policy Number 90

## Materials Required

1. Internet Access
2. Policy Documentation System
3. WIOA Eligible Training Provider List

## Policy

### A. BACKGROUND

The Workforce Innovation and Opportunity Act, at Section 122, requires the Governor, through CareerSource Florida, to establish criteria, information requirements and procedures regarding the eligibility of providers of training services to receive funds provided under section 133(b), WIOA.

This policy describes the process for determining eligible training providers for WIOA Title I-B adult and dislocated worker training participants and for publicly disseminating the list of these providers with relevant information about their programs. The workforce development system established under WIOA emphasizes informed consumer choice, job-driven training, provider

performance, and continuous improvement. The quality and selection of providers and training services programs is vital to achieving these core principles. The State and Local Boards' Eligible Training Provider Lists (ETPLs) and the related eligibility procedures ensure the accountability, quality and labor-market relevance of training services programs that receive funds through WIOA Title I-B. These ETPLs are also a means for ensuring informed customer choice for individuals eligible for training.

## **B. TRAINING PROVIDER ELIGIBILITY**

To be eligible to receive training funds under WIOA Section 133(b), the eligible training provider (ETP) shall be:

1. An institution of higher education that provides a program that leads to a recognized postsecondary credential, or,
2. \*An entity that carries out programs registered under the National Apprenticeship Act (50 Stat. 664, chapter 663; 29 U.S. Code 50 et seq.), or,
3. Other public or private providers of training service programs, which may include joint labor-management organizations, pre-apprenticeship programs and occupational/technical training, or,
4. A provider of adult education and literacy activities under Title II, if such activities are provided in combination with occupational skills training.

Note: \*Registered Apprenticeship programs are exempt from RTOL compliance and from the application process for the ETPL.

Providers of training services programs seeking initial eligibility may receive eligibility approval for only one (1) full year, after which they may seek continued eligibility. ETPs must submit applications every two (2) years to maintain continued eligibility. Applications for continued eligibility must be submitted no later than February annually.

## **C. APPLICATION AND REVIEW PROCESS**

Provider applications are accepted in the first quarter of the Program Year (July 1 - September 30), and are reviewed by the WIOA Manager and Contracts Administrative Attorney for compliance with the criteria below and forwarded to the CSPBC WIOA Director who recommends the application for approval to the CSPBC Board of Directors. The WIOA Director shall decide any question regarding the relative merit of a submitted application. Pursuant to the 2012 Workforce Board Accountability Act, all contracts between the board and a board member or other person or entity who may benefit financially from a contract must be approved by a two-thirds vote of the board when a quorum has been established and the approval of such contracts shall not be delegated to staff or committees. The Board member who could benefit financially from the transaction must abstain from discussion and voting on the contract. A Board member must disclose any such conflict of interest in a manner consistent with the procedures outlined in the Florida Statutes.

Applications must be complete in order to be reviewed. To be considered complete, an application must address all of the information requested, be presented in the format requested,

include all the required forms with original signatures and include all required documentation. As part of the application review process, CSPBC reserves the right to obtain any and all information associated with the process including, but not limited to, inspecting the training site and/or equipment, reviewing the program curriculum, contacting individuals, agencies or employers listed in an application, or contacting other sources who may have knowledge as to the applicant's performance, qualifications and/or financial solvency and additional information as required by CSPBC. Programs and/or courses are approved on a campus-by-campus basis when an applicant offers programs at more than one site.

Applications will be considered for review from providers that meet the below criteria:

1. The provider is a public school or is licensed by the Florida Department of Education Commission for Independent Education to provide the proposed training program. The training credential shall be issued in the name of and signed by the provider. The provider shall not subcontract the delivery of the training and shall be directly responsible for providing the training to the CSPBC job seeker.
2. The provider shall submit licensure documentation to the satisfaction of CSPBC issued in the name of the provider from the Florida Department of Education Commission for Independent Education for each program proposed in the application.
3. Training is available to the general public at an established price as evidenced by a published catalog and fee schedule. The price charged to CSPBC by the provider shall not be more than that charged to the general public.
4. Eligible apprenticeship programs must be registered under the National Apprenticeship Act.
5. The provider must agree to participate in the Florida Education and Training Placement Information Program.
6. The provider must provide occupational skills training for in-demand occupations per the currently approved State of Florida Regional Targeted Occupations List for LWDA 21.
7. All provider applications require the completion of the minimal education requirements form for each program submitted for consideration.
8. Training has not been modified to meet CSPBC's needs.
9. Training includes competency-based assessments at completion of the program.
10. Completion of training will render graduates eligible for any and all certifications required for employment in the occupation for which they are trained.
11. The provider must have been in operation and licensed for at least two (2) years as of the date of application.

CSPBC does not accept or approve online training programs by providers who do not also have a physical training location within Palm Beach County, Florida, where they also offer Commission for Independent Education approved training in addition to their online training program.

Out-of-state postsecondary training institutions that are not operating within the State of Florida and are not required to be licensed by the Florida Commission for Independent Education (CIE) must provide evidence that the institution (and applicable programs) is accredited by an accreditation agency approved by the United States Department of Education, and evidence that the institution meets the licensing requirements of its home state, and evidence that the institution is on its state's Eligible Training Provider List. Out-of-state providers are required to report student completion data to FETPIP.

Training providers submit their program(s) for approval through their Local Workforce Development Board, for Palm Beach County this is CSPBC. CSPBC accepts changes to existing training programs throughout the Program Year. CSPBC Board approval is not required during a Program Year to approve a provider's additional training program(s) once the CSPBC Board initially approves that provider.

All ETPs approved to receive training funds are added to the State of Florida Eligible Training Provider List, as well as the CSPBC Eligible Training Provider List (ETPL). ETP programs and courses are posted on the CSPBC website and remain posted until contract expiration or revocation, or until the provider requests to be removed from the listing. The provider shall enter into a contract with CSPBC for the approved training program at the approved training site. The contract does not constitute a commitment for any minimum number of participants, referrals or ITA vouchers, nor any financial obligations by CSPBC until an ITA voucher has been issued and accepted by the provider as verified by the returned signed ITA voucher.

The submission of an application does not commit CSPBC to award a contract, to pay any costs incurred in the preparation of an application or to procure or contract for services. CSPBC reserves the right to accept or reject any or all applications received if it is in the best interest of CSPBC to do so.

In terms of performance provider agrees to meet established performance measures. To be considered for continued eligibility, a program must meet or exceed the CSPBC standards for both completion rate and for training-related placements, and the job placement must be recorded in the State of Florida system.

It is the responsibility of CSPBC career center staff to ensure that job seekers referred to training meet all eligibility criteria, including locally established priority of service guidelines. This includes the exploration of and application for Title IV Higher Education Act Financial Aid programs, specifically federal Pell Grants. Career center staff are required to document all funding sources that can assist the job seeker to complete training.

Referrals to bachelor's or master's degree programs are not allowed. However, the CSPBC WIOA Director may approve a job seeker's referral to a program that leads to a bachelor's or master's degree on a case-by-case basis when the job seeker has obtained a sufficient number of credit hours to almost obtain the bachelor's or master's degree.

#### **D. PROGRAM CANCELLATIONS**

In the event a program (class) is cancelled, Provider shall notify CSPBC two (2) weeks in advance of the date the program will no longer be available.

**E. REPORTING**

REPORT AND FORM REQUIRED	DUE DATE
1. Fax, email or mail a copy of the signed ITA voucher to the Career Consultant who issued the referral.	Within five days of the job seeker starting the training program
2. Student Training Status Report: Submit electronically every month to <a href="mailto:ITA@careersourcepbc.com">ITA@careersourcepbc.com</a> for all WIOA scholarship recipients. In the event Provider fails to timely submit the required monthly Training Status Report to CSPBC, referrals will be suspended to Provider until the first of the next month, following 30 continuous calendar days. Example: Provider submits report on Oct 11th. Report is due Oct 10th. Referrals are suspended until December 1st.	By the 10th of each month for the previous month's activities
3. Training Outcome Form: Submit electronically to <a href="mailto:ITA@careersourcepbc.com">ITA@careersourcepbc.com</a> . In the event Provider fails to timely submit the required Training Outcome Form to CSPBC, referrals will be suspended to the Provider until such time as Provider comes into compliance as determined by CSPBC in its sole and absolute discretion.	When a job seeker either completes or drops out of a program
4. ITA Date Change Form: No more than three ITA Date Change requests shall be submitted by Provider to CSPBC, and the total cumulative number of days requested shall not exceed 90. Example: Provider submits and ITA Date Change Form requesting a 30-day extension, which CSPBC approves. Thereafter, Provider submits a second ITA Date Change Form requesting an additional 30-day extension, which CSPBC approves. Thereafter, Provider submits a third ITA Date Change Form requesting an additional 31-day extension, which is not approved by CSPBC because although the total number of requests is three, the total cumulative number of days exceeds 90. Note: All ITA Date Change requests are subject to the approval of CSPBC in its sole and absolute discretion.	A minimum of seven calendar days before the program end date as stated on the ITA voucher or ITA Date Change Form if more than one ITA Date Change request has been previously submitted and approved by CSPBC.

**F. ORIENTATION**

It is recommended that new providers attend a new provider orientation with CSPBC staff prior to the issuance of ITA vouchers. It is also recommended that current providers that hire new staff who oversee the CSPBC contract and work with CSPBC job seekers attend an ITA orientation with



CSPBC staff prior to the issuance of further ITA vouchers to Provider. Provider orientations may be scheduled by submitting a request via email to [ITA@careersourcepbc.com](mailto:ITA@careersourcepbc.com).

## **G. TRAINING-RELATED EMPLOYMENT**

Provider is encouraged to use the State of Florida system to assist in the placement of a CSPBC job seeker who completed Provider's training. Training-Related Employment is defined as a placement into an occupation related to the training.

## **H. COMPENSATION**

### **A. CSPBC Subsidy Amount**

The subsidy amount paid by CSPBC to the Training Provider is calculated by multiplying the entry wage rate for the program identified by the current Standard Occupational Classification Code (SOC Code) on the State of Florida Targeted Occupation List for LWDB 21 Palm Beach County X 2,080 annualized hours worked (52 weeks at 40 hrs. per week = 2,080 hours) X 20%; and, the total amount paid by CSPBC shall not exceed a subsidy cap of \$8,000. In the event there are multiple SOC Codes for a program, the highest entry wage rate for that program's SOC Code will be used to calculate the CSPBC subsidy amount. In the event a balance remains between the CSPBC subsidy amount and the publicly published program cost, The Training Provider agrees to:

- provide a scholarship and waive the remaining balance due the Training Provider and not hold responsible or require further payment from CSPBC or the CSPBC job seeker for any amount that exceeds the CSPBC subsidy; or
- provide a scholarship in the amount of 20% of the publicly published tuition for the program which will reduce the remaining balance due the Training Provider from the CSPBC job seeker. The CSPBC job seeker is required to pay the Training Provider the price differential/balance between the CSPBC subsidy amount and the scholarship amount.

The CSPBC subsidy amount is subject to change during the term of the Agreement at the sole discretion of CSPBC. In the event CSPBC determines the subsidy amount will change during the term of the Agreement an amendment to the Agreement will be signed by both parties. The changes will take effect at execution of an amendment to the Agreement by both parties. In the event that the Training Provider does not sign the amendment within 10 business days, CSPBC will suspend referrals to that Training Provider until the time the amendment is signed and received by CSPBC. The program price charged CSPBC by the Training Provider during the term of the contract shall be no more than the Training Provider's regular publicly published price for the program. In the event the program price stated in the Agreement is more than the Training Provider's regularly publicly published price, the Training Provider agrees to notify the CSPBC Contracts Manager of the price differential immediately and a contract amendment will be executed between CSPBC and the Training Provider reflecting the currently publicly published price for that program. The publicly published price will take effect at execution of an amendment to the Agreement by both parties.

### **B. Payment Methods**

#### *Semester-Based Programs*

Prior to the start of the semester, CSPBC will issue an ITA voucher for the individual course(s) to be taken that semester. The voucher amount will be the prorated share of the semester cost times the percentage of the total amount to be paid. The percentage to be paid is the ratio of the CSPBC subsidy to the total program cost. For example: If the total training cost is \$10,000 and CSPBC has agreed to pay \$7,500, the percentage to be paid is 75%. If the cost for the current semester is \$3,000, the prorated share is  $\$3,000 \times 75\% = \$2,250$ . The total amount paid by CSPBC shall not exceed a subsidy cap of \$8,000.

If a program lasts more than one (1) semester, any subsequent or continuing ITA vouchers from CSPBC may be issued after the participant has presented proof of satisfactory completion of the previous semesters. Completion is defined as completion by the job seeker of the required training program hours, a certificate of completion signed by the Training Provider and a completed Training Outcome Form.

#### *Non-Semester Based Programs*

Prior to the start of a program, CSPBC will issue an ITA voucher to the Training Provider's program. Payment will be made by CSPBC to the Training Provider in two (2) installments for each job seeker referral made to a program as follows:

- 1) Half (1/2) at the beginning of the program. The Training Provider shall submit an invoice to CSPBC after the drop/add date.
- 2) Half (1/2) at issuance by the Training Provider of a certificate of completion of the training program and a training credential if required by the industry in which the training has been completed. Completion is defined as completion by the job seeker of the required training program hours, a certificate of completion signed by the Training Provider and a completed Training Outcome Form. For job seekers that do not complete the training program, no second payment will be made by CSPBC to Contractor.

#### *Non-Completion Of Program/Course*

For semester-based and non-semester based programs, for job seekers that drop out before one third (1/3) of the training program or course completion, the Training Provider will be responsible for full refund to CSPBC, excluding the actual costs of books, tools, uniforms, registration fees.

### **I. ENFORCEMENT**

A training provider or its programs may be removed from the ETPL, deemed ineligible to receive funds for a period of not less than two (2) years, lose contract renewal status, and/or be liable for the repayment of funds received when found to be non-compliant with policy, having supplied inaccurate information, when the training is no longer needed or desired, or for cause. "Cause" includes, but is not limited to, engaging in fraud or other criminal acts, incapacity, unfitness, neglect, incompetence, irresponsibility, misfeasance, malfeasance, nonfeasance or lack of performance.

Enforcement will be determined and implemented in accordance with CareerSource Florida Administrative Policy Number 90.

# Policy

This is a controlled document. Printed copies must have issue number verified prior to each use. This document begins with this page and ends with the signature page.

<b>Title:</b>	<b>Training Provider Performance Review</b>
<b>SOP ID:</b>	55
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<b>By:</b>	epassarini
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<b>Document Type:</b>	Policy
<b>Description Of Change:</b>	Updates Req'd.

## Purpose

To provide guidance on training provider vendor performance requirements and CareerSource Palm Beach County's (CSPBC) review and data validation of performance data.

## Application

As required by the Workforce Innovation and Opportunity Act (WIOA) sec. 122, States, in partnership with Local Boards, must identify eligible training providers that are qualified to receive WIOA title 1-B funds to train adults and dislocated workers, including those with disabilities. Therefore, WIOA requires that each State must maintain a list of eligible training providers and their eligible training programs.

## Definitions

CSPBC – CareerSource Palm Beach County ITA – Individual Training Account WIOA – Workforce Innovation and Opportunity Act

## Reference Documents

Workforce Innovation and Opportunity Act 2014

# Materials Required

1. Access to CSPBC ITA Portal 2. Access to Employ Florida Marketplace (EF)

## Policy

Training provider vendors must submit training performance and outcome data for each participant in an approved program of study in order to continue receiving referrals and be considered for contract renewal (subsequent eligibility). CSPBC performance staff reviews training performance data submitted by providers to ensure continuous improvement and that only quality programs remain on the list of approved eligible training providers.

Performance staff prepares a report that identifies any findings and that requests a response in the form of a corrective action plan from the training provider vendor within twenty business days. The CSPBC Director of Programs reviews and approves the training provider vendor's corrective action plan within thirty business days of its receipt thereof. Performance staff conducts a follow-up to determine whether the approved corrective action plan was implemented by the training provider vendor and that the findings were corrected. Progress performance reports for CSPBC funded participants are due by the 10th of each month from the training provider vendors, and must be submitted to the CSPBC performance staff.

Training provider vendor contracts have established performance measures as follows:

1. The first level of achievement measures the total number of participants who complete a course.
2. The second level of achievement measures the total number of participants who complete a course and obtain a training related job placement within 180 days of course completion. The evaluation period to determine if a course met the completion rate is January 1st through December 31st. The population for the evaluation is participants who received ITA funds (regardless of Program Year) who completed course/program requirements or were dropped from a course/program during the evaluation period. The evaluation period to determine if a course met the Training Related Placement rate is January 1st through March 31st. The population for this evaluation is participants who graduated/completed course requirements January 1st through December 31st. A placement credit can be taken when the student is placed in a training related position any time between the beginning of the course/program and 180 days following graduation/completion. To be considered for contract renewal, a course must meet or exceed the standards for both completion and training related job placement, and have it recorded in the state system. Training related placement performance data is maintained in the Job seeker's Career Center file and/or at the training provider vendor's office. It is the training provider vendor's responsibility to provide the career consultant and Performance staff with all performance data as specified by CSPBC staff and retain such record for 24 continuous months.