



OFFICE OF THE PRESIDENT

Item 5.3.1

PRESENT TO BOARD: JUNE 24, 2020

TO: SOUTH FLORIDA STATE COLLEGE  
DISTRICT BOARD OF TRUSTEES

FROM: THOMAS C. LEITZEL 

SUBJECT: CONTRACT AGREEMENT – SUNSHINE STAFFING OF  
HIGHLANDS COUNTY, INC

Approval is requested to renew the agreement between Sunshine Staffing of Highlands County, Inc. and South Florida State College for the purpose of providing workforce experience training to participants of the Panther Youth Partnership Grant. This agreement renews annually.

**SUGGESTED MOTION:**  
**Move to approve the renewal of the agreement between Sunshine Staffing of Highlands County, Inc. and South Florida State College as presented.**

VENDOR CONTRACT BETWEEN  
SOUTH FLORIDA STATE COLLEGE  
AND  
SUNSHINE STAFFING OF HIGHLANDS COUNTY, INC.  
FOR  
WORK EXPERIENCE TRAINING

THIS CONTRACT is entered into between South Florida State College, hereinafter referred to as "SFSC," with administrative offices at 600 W. College Dr., Avon Park, FL 33825, and Sunshine Staffing of Highlands County, Inc., with offices at 817 US 27 South, Sebring, FL 33870, hereinafter referred to as the "Contractor," to serve as *Employer of Record* for SFSC job seekers for the purpose of obtaining Work Experience training, as authorized by the Workforce Innovation and Opportunity Act (WIOA - Public Law 113-128), and Florida's Workforce Innovation Act 2000, Chapter 2000-165, Laws of Florida, and any subsequent amendments.

SFSC agrees to pay for contracted services according to the Agreement of Payment, for an amount not to exceed ninety thousand dollars and no cents (\$86,000.00), subject to the availability of funds within the SFSC WIOA Contract for Youth Services currently in place with CareerSource Heartland. SFSC is not obligated, under this Contract, to fully expend this amount. Payments will be made in compliance with federal funds from grant with CFDA numbers 17.259, WIOA YOUTH. Contractor acknowledges that the cost data submitted to SFSC in support of this contract is accurate, complete, and current as of the date of execution of this contract.

This Contract begins on the last date of signature and ends on June 30, 2021. SFSC is not obligated to pay for costs incurred related to this contract prior to the begin date or after the end date. This contract, which incorporates Attachment 1, General Provisions; Attachment 2, Statement of Work; Attachment 3, Agreement for Payment; Attachment 4, Price Sheet; and all noted Exhibits, contains all the terms and conditions agreed upon by both parties.

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

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

SUNSHINE STAFFING OF HIGHLANDS COUNTY, INC.

SOUTH FLORIDA STATE COLLEGE

\_\_\_\_\_  
Yessenia ("Jessy") N. Irizarry, CSP  
Staffing Manager

  
\_\_\_\_\_  
Dr. Thomas C. Leitzel  
President

\_\_\_\_\_  
Date

7-23-20  
\_\_\_\_\_  
Date

CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES

## ATTACHMENT 1: GENERAL PROVISIONS

### CONTRACTOR ASSURANCES

#### A. General Agreements

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

#### B. Laws and Regulations

1. Contractor shall comply fully with non-discrimination and equal opportunity provisions of the following:
  - a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et. seq., which prohibits discrimination on the basis of race, color, or national origin;
  - b. Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681et. seq., which prohibits discrimination of the basis of sex in educational programs;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;
  - d. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age;
  - e. Section 188 of the Workforce Investment Act (WIA)/Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participate in any WIA/WIOA Title I financially assisted program or activity;
  - f. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation, or beliefs.
  - g. The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities;
  - h. Executive Order (EO) 11246, Equal Employment Opportunity, as amended by EO 11375, and as supplemental in Department of Labor regulation 29 CFR parts 33 and 37, as well as 41CFR part 60, and 45 CFR part 80 if applicable.

Signed certification on file for items a-e.

2. When applicable, for contracts in excess of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.), Section 508 of the Clean Water Act as amended (33 USC 1368 et seq), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractor shall report any violation of the above to CSH.
3. Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 42 U.S.C. 6201).
4. As applicable, Contractor will comply with the:
  - a. Davis-Bacon Act as amended (40 U.S.C. 276a to a-7) and as supplemented by the Dept. of Labor (DOL) regulations 29 CFR Part 5;
  - b. Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 87 4) as supplemented by DOL regulations 29 CFR Part 3; and
  - c. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR Part 5 regarding labor standards for federally assisted construction sub-agreements.
5. When applicable, if this Contract is in excess of \$100,000, Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93. Contractor must, prior to contract execution, complete the Certification Regarding Lobbying form. **Signed Certification on file.**
6. When applicable, as required by the regulation implementing EO 12549 and 12689, Debarment and Suspension, 29 CFR 98, the Contractor must not be presently nor previously within a three-year period preceding the effective date of the Contract, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs. **Signed Certification on file.**

7. Contractor must provide a sworn statement regarding Public Entity Crimes as identified in 287.133, F.S. **Signed certification on file.**
8. Contractor is aware that federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.
9. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and CSH in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions made by nonprofit organizations and small business firms under government grants, contracts, and cooperative agreements", and any implementing regulations issued by the awarding agency.
10. As applicable, Contractor will comply with the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (42 USC 6962).
11. The Pregnancy Discrimination Act (PDA) prohibits discrimination based on pregnancy regarding any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, such as leave and health insurance, and any other term or condition of employment;
12. Title VII prohibiting discrimination against an individual because of gender, gender identity, including transgender status, sexual orientation, or connections to organizations or groups that are generally associated with people of a certain sex;
13. When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part with Federal money, all Contractors receiving Federal funds shall clearly state: 1) the percentage of the total cost of the program or project which will be financed with Federal money; and 2) the dollar amount of Federal funds for the project or program.
14. The contractor's responsibilities include the adherence to auditing standards generally accepted in the United States of America Government Auditing Standards and Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* - Uniform Guidance.
15. Relationship Disclosure: **Signed Certification on file.**

C. Termination for Cause and for Convenience

1. Termination Due to Lack of Funds: If for any reason funds to finance this contract are reduced, suspended or terminated, in whole or in part, funding for this contract may cease. SFSC shall provide no less than thirty (30) business day's written notice of such termination.
2. Termination for Breach: SFSC may terminate this contract when it has determined that the Contractor has failed to provide any of the services specified herein in a timely or proper fashion, failed to perform in whole or in part, or has violated any stipulations of this contract. SFSC will notify Contractor of such in writing. Depending on the situation and cause for the breach of contract, SFSC may either unilaterally cancel the contract immediately or allow the Contractor ten (10) business days from receipt of notice in which to respond with a plan agreeable to SFSC to correct said deficiencies. Upon failure of Contractor to respond within the appointed time or failure of Contractor to respond with appropriate plans, SFSC will serve a termination notice that shall become effective within fifteen (15) business days after its issuance.

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

Contractor shall provide SFSC with written notice of any perceived breach, and extend SFSC ten (10) business days to cure any perceived breach under the contract.

3. Termination for Convenience: This contract may be terminated by either party for convenience when it is in their best interest. SFSC may suspend this contract for the purpose of investigating irregularities under this contract. Any termination for convenience will be preceded by written notice setting forth the effective date of said termination. The termination shall be effective thirty (30) calendar days after the notice is issued unless a lesser time is mutually agreed upon by both parties. The Contractor has forty-five (45) calendar

days after the effective date to bill for payment. Contractor shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension.

4. Other: Unearned payment under this contract may be suspended or contract terminated upon refusal by Contractor to accept or comply with any additional conditions that may be imposed by the Federal Government, the State of Florida, the Governor, or SFSC at any time.
5. The submittal of false information may be considered fraud and could result in the immediate termination of the contract.
6. Arbitration Clause: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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

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

#### Background Checks

1. Sunshine Staffing will conduct background checks, upon request from Panther Youth Partners, on eligible Panther Youth Partners participants for the purpose of paid or unpaid work experience/job shadowing opportunities. (See table below for cost). Costs exceeding \$400.00 require prior authorization by SFSC PYP staff.

Background Check Type	Cost	Fee	TOTAL COST
<b>LOCAL</b> *Sunshine Staffing runs the following on ALL applicants:  Florida Dept of Corrections: <a href="http://www.dc.state.fl.us/AppCommon/">http://www.dc.state.fl.us/AppCommon/</a>  Highlands County Clerk of Courts: <a href="https://www2.myfloridacounty.com/ccm/do/index?county=28">https://www2.myfloridacounty.com/ccm/do/index?county=28</a>	\$0	*Certain courts may require a fee which varies County to County	\$ 0 - Varies
<b>STATE (FDLE)</b> *County Search charges vary by court and state	Varies	Varies	Varies
<b>NATIONAL</b> The Enhanced National Criminal Search includes the National Sex Offender Registry, OFAC Terrorist, and Most Wanted Searches.	\$8 and up	\$6 and up	\$15 and up
<b>FDLE</b> * Cost varies per State requested	\$24 Florida	\$9 Florida	\$33 Florida
<b>LEVEL I (FDLE or National)</b> * Cost varies per State requested  (s. 435.03(1), F.S.,) generally refers to a state-only name-based check, and an employment history check, as well as a check of the Dru Sjodin National Sex Offender Public Website. It may include a local criminal records check.	\$24 Florida * Cost varies per State requested	\$24 Florida * Cost varies per State requested	\$24 Florida * Cost varies per State requested
<b>LEVEL II</b> (s. 435.04(1), F.S.) generally refers to a state and national fingerprint-based check through FDLE and the FBI. It may include a local criminal records check.	PENDING	PENDING	PENDING

#### WHAT ARE LEVEL 1 AND LEVEL 2 BACKGROUND SCREENINGS?

Level 1 and Level 2 Background Checks are terms used in Florida Statutes to describe the method and nature of the criminal history record check. Level 1 and Level 2 are terms that pertain only to Florida and are not used by the FBI or other states.

Level 1 (s. 435.03(1), F.S.,) generally refers to a state-only name-based check, and an employment history check, as well as a check of the U.S. Dept. of Justice National Sex Offender Public Website. It may include

a local criminal records check.

Level 2 (s. 435.04(1), F.S.) generally refers to a state and national fingerprint-based check through FDLE and the FBI. It may include a local criminal records check.

## ATTACHMENT 2: STATEMENT OF WORK

Contractor will serve as Employer of Record for South Florida State College (SFSC) Youth Program participants/job seekers in DeSoto, Hardee, Highlands, and/or Okeechobee counties. Service will be provided at SFSC-approved employer worksites in any or all of the four counties, for the purpose of obtaining work experience training. SFSC will enter into Worksite Agreements with eligible employers. Worksite Agreements will include required cooperation with the Employer of Record/Contractor.

Paid work experience training is a planned, structured learning experience that takes place for a limited period of time. It is intended to provide training and skill development to enhance the skills necessary to successfully obtain and retain employment. Work experience training will be developed at local non-profit agencies, governmental agencies, and private, for-profit companies throughout Local Workforce Development Area 19 (DeSoto, Hardee, Highlands, and Okeechobee counties).

SFSC will target work experience training to those individuals between the ages of 16 and 24 years of age, unemployed or underemployed, including: recently discharged Veterans, ex-offenders, single parents, disabled and High School Dropouts. However, any individual meeting eligibility as a WIOA Youth funding, who is determined able to benefit from work experience, may participate in work experience training.

SFSC will determine eligibility of participants in work experience training.

Individuals participating in work experience training must be paid the higher of the federal, state, or local minimum wage or prevailing wages for other individuals employed in similar occupations by the same employer.

Duration of work experience training cannot exceed 10 weeks or 200 hours. Overtime is not authorized through this program. Work experience training jobs do not provide benefits such as paid vacation and sick leave, paid holidays, and/or health, dental, life insurance coverage.

SFSC will meet with Contractor to determine mutual referral processes.

As Employer of Record, Contractor responsibilities include:

### General Requirements

- Accept referrals of potential temporary workers by SFSC and secure all "new hire" paperwork such as W4, I9, E-Verify; and, if applicable, including the individual's right to work in the U.S., to include backup supporting documentation.
- Arrange for interviews of temporary workers with SFSC approved employers.
- General payroll services including the filing of all required state and federal reports, and ensuring payment of all applicable payroll taxes.
- Contractor is responsible for tracking attendance and hours worked on a weekly basis. Participants may work up to a maximum of 40 hours per week. Overtime hours will not be approved/funded through this program. Any hours worked in excess of 40 hours in a work week, or hours paid in excess of the 200 maximum hours, will be the Contractor's responsibility.
- Time sheets/cards not signed by the approved, verified signatory(ies) will not be processed. Approved signatures will be on file with SFSC for verification purposes. Contractor is responsible for all costs including funds spent for payments of hours not supported by approved time records.
- Employees will be paid on a weekly basis. Contractor will submit to SFSC an invoice and copies of approved temporary worker time sheets/cards which have been paid, and a payroll register or similar document which substantiates invoiced costs by individual.
- Worksite employers may offer continued employment to participants. Contractor shall assist with job placement of temporary workers following termination of their temporary jobs without the Contractor receiving a placement fee.
- Contractor will not be required to perform drug testing and/or background check for a temporary worker at a work site unless requested by SFSC, based on the regular practices of the worksite employer.
- Provide Safety Training.

Allowable/Non-Allowable Activities

Participants cannot work or receive training in unsanitary, hazardous, or dangerous conditions/occupations.

Workers' Compensation

Workers' Compensation insurance will be provided to work experience participants by Florida's Workers' Compensation program thru AmeriSys. Contractor should contact AmeriSys at 1-800-427-3590 in case of a work-related injury, providing Code Number 2306 to identify the program area (WIOA-funded work experience) of the injured individual.

### ATTACHMENT 3: AGREEMENT FOR PAYMENT

#### **Invoicing for Cost Reimbursement**

To receive reimbursement for program services performed under this Contract; Contractor must submit a cost reimbursement invoice to SFSC outlining negotiated and allowable costs. The Contractor's price sheet is incorporated into this Contract as Attachment 4. Invoice for payment should be submitted monthly, at a minimum.

Contractor must submit an invoice and copies of approved temporary worker time sheets/cards by the 10<sup>th</sup> of every month. Rates quoted on the Price Sheet must be for all costs related to the project including the cost of any required background checks, drug tests, and other pre-hire costs. A payroll register or similar document substantiating invoiced costs by individual must accompany the invoice.

Documentation of costs must be maintained for monitoring and for auditing by SFSC or any other State and/or Federal officials.

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

Once a cost reimbursement invoice is received at SFSC, the Business Office will review the invoice checking expenditures against the Price Sheet and supporting documentation for mathematical accuracy and allowability. SFSC considers required documentation as the following:

- Original and completed Invoice, reflecting the appropriate payroll period and signed by an authorized company representative
- Copies of approved temporary worker time sheets/cards to be paid.
- Payroll ledger and associated general ledger documentation accurately reflecting all assessed fees. Supporting explanations and/or calculations must be included to sufficiently verify ledger entries and to reconcile ledger line items to corresponding line items on the Invoice. All costs billed must be incurred and paid.

ATTACHMENT 4: PRICESHEET

Job Category*	Wage Per/Hour	Cost Per Individual Placed In Terms of the Wage <sup>(1)</sup> (Multiplier Rate)	Volume Discount <sup>(2)</sup>	Cost of Background Check	Cost of Drug Screen	Cost of Safety Training
Light Industrial	Minimum Wage and up	1.48%	10% greater than 100 employees	\$15 - \$85	\$15 - \$45	N/C – \$150**
Clerical	Minimum Wage and up	1.48%	10% greater than 100 employees	\$15 - \$85	\$15 - \$45	N/C – \$150**

(<sup>1</sup>) Costs assume proposer reflects the up-charge on the wage, including charges for FICA, and Medicare.

(<sup>2</sup>)Discount is based on number of employees placed, amount of total wages paid, and total weeks on the payroll.

\*Examples:

Light Industrial

- Manual Labor
- Maintenance
- Clean Up

Clerical

- Secretarial
- Data Entry
- Counselors

\*\*All General Safety instructions are included in mark-up. Specialized Safety Training will be billed at the exact cost.