

# CareerSource Central Florida

**Local Workforce Plan**

**Two-Year Modification**

**January 1, 2023 – December 31, 2024**

## **Local Workforce Development Area 12**

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## CONTENTS

<b>INTRODUCTION - CAREERSOURCE CENTRAL</b>	<b>3</b>
<b>A. ORGANIZATIONAL STRUCTURE</b>	<b>4</b>
<b>B. ANALYSIS OF NEED AND AVAILABLE RESOURCES</b>	<b>12</b>
<b>C. LOCAL WORKFORCE DEVELOPMENT BOARD VISION AND STRATEGIC GOALS</b>	<b>20</b>
<b>D. DESCRIPTION OF STRATEGIES AND PROGRAM SERVICES</b>	<b>21</b>
<b>E. DESCRIPTION OF THE LOCAL ONE-STOP DELIVERY SYSTEM</b>	<b>40</b>
<b>F. COORDINATION OF SERVICES</b>	<b>44</b>
<b>G. PERFORMANCE &amp; EFFECTIVENESS</b>	<b>54</b>
<b>ATTACHMENTS</b>	<b>58</b>

### Attachment List:

**A. Interlocal agreement**

**B. Executed agreement** between the chief local elected official(s) and the local workforce development board.

**C. Evidence of designation of the fiscal agent** by the chief local elected official(s), if other than the chief local elected official.

**D. Bylaws -**

**E. Current board member roster, meeting minutes for the local plan agenda item, discussions about the plan, and the board's vote on the local plan.**

**F. Agreements describing how any single entity selected to operate in more than one of the following roles:** local fiscal agent, local board staff, one-stop operator, or direct provider of career services, will carry out its multiple responsibilities, including how it develops appropriate firewalls to guard against conflicts of interest. Also attach copies of any processes and procedures that clearly detail a) how functions are sufficiently separated; b) descriptions of the steps the local area has taken

to mitigate risks that could lead to impropriety; c) firewalls (physical, technological, policies, etc.) created to ensure such risks are mitigated; and d) oversight and monitoring procedures.

**G. Executed Memoranda of Understanding for all one-stop partners** (Section III(b)(2) of the State of Florida WIOA Unified Plan).

**H. Executed Infrastructure Funding Agreements with all applicable WIOA required partners** (Section III(b)(2) and Section IV(a)(1)(d) of the State of Florida WIOA Unified Plan).

**I. Executed cooperative agreements** which define how all local service providers, including additional providers, will carry out the requirements for integration of and access to all services available in the local one-stop delivery system. This includes cooperative agreements (as defined in WIOA section 107(d)(11)(B) between the LWDB or other local entities described in WIOA section 107(d)(11)(C) of the Rehabilitation Act of 1973 (29 U.S.C 721(a)(11)(B)) and the local office of a designated state agency or designated state unit administering programs carried out under Title I of such Act (29 U.S.C. 721(a)(11) with respect to efforts that enhance the provision of services to individuals with disabilities and to other individuals, such as cross-training staff, technical assistance, use and sharing of information, cooperative efforts with employers and other efforts of cooperation, collaboration and coordination.

**J. A description of the process used by the LWDB to obtain input and comment by representatives of business and labor organizations for the development of the plan.** This attachment must include any comments submitted during the public comment period that represent disagreement with the local plan (WIOA§108(d)).

**K. CSCF Priority of Funds Policy**

**L. CSCF Youth Eligibility and Enrollment**

**M. Combined Credentialing tools for all career centers**

**N. CSCF Support Services and Incentives Policy**

**O. CSCF Priority of Service for Veteran's and Eligible Spouses**

**P. CSCF Procurement and Contracting Policy**

## INTRODUCTION

The Central Florida region creates jobs at one of the highest rates in the country in a culturally diverse region that supports regional, national, and global markets. But hidden by the region's impressive job growth is a twin challenge. On the one hand, large numbers of people work hard but struggle for more. They have some education – a high school diploma or an associate degree at most. They have passions and aspirations, families to care for and monthly bills to pay. But they earn lower wages, because they lack the skills needed by local employers to compete and prosper.

At the same time, high-growth industries like healthcare, finance, technology, construction, manufacturing, hospitality management, and others starve for highly skilled people. These businesses miss growth opportunities. They can't produce, serve, or distribute enough because they lack the right talent. What these two groups need is a trusted partner to connect them – an organization that understands what causes the gap between workers and businesses, and the ability to innovate and change the system to close the gap.

Career Source Central Florida (CSCF) solves that dual challenge of businesses clamoring for highly developed talent to stay competitive and people searching for enduring livelihoods with better wages. For individuals, CSCF opens career paths through services like certifications and specialized training. For high-growth industries, CSCF consults on workforce development strategies and optimizes its resources.

CSCF is one of 24 Florida workforce development boards representing Lake, Orange, Osceola, Seminole, and Sumter counties. CSCF is the second largest workforce board in the state providing talent development and talent solution services in a region that is home to about 90,412 businesses (QCEW, 2022Q1) and 2.8 million residents (U.S. Census, 2021). CSCF is the designated entity to receive and administer U.S. Department of Labor funds on behalf of the five counties it serves. CSCF is focused on igniting the potential of area residents and businesses through innovative talent solutions that support in-demand career opportunities.

The following local area strategic plan represents the workforce efforts planned for the Central Florida region that includes Lake, Orange, Osceola, Seminole and Sumter Counties.

## A. ORGANIZATIONAL STRUCTURE

### (1.) Chief Elected Official(s):

(a) Identify the chief elected official(s) by name, title, mailing address, phone number and email address.

<b>Orange County Representative (Chair):</b> Mayor Jerry Demings	County Administration Building 201 S. Rosalind Ave. Orlando, FL 32801-3527	(407) 836-7370	<a href="mailto:jdemings@ocfl.net">jdemings@ocfl.net</a>	Assistant Info: Awilda Morales (407) 836-7037 <a href="mailto:awilda.morales@ocfl.net">awilda.morales@ocfl.net</a>
<b>Lake County Representative:</b> Commissioner Kirby Smith	Lake County BOCC P.O. Box 7800 (Mailing Address) 315 W. Main St. Tavares, FL 32778	(352) 343-9850	<a href="mailto:ksmith@lakecountyfl.gov">ksmith@lakecountyfl.gov</a>	Assistant Info: Andrea Kennard (352) 343-9850 <a href="mailto:akennard@lakecountyfl.gov">akennard@lakecountyfl.gov</a>
<b>Osceola Representative:</b> Commissioner Peggy Choudhry	Osceola County 1 Courthouse Square, Suite 4700 Kissimmee, FL 34741	(407) 742-2000	<a href="mailto:peggy.choudhry@osceola.org">peggy.choudhry@osceola.org</a>	Assistant Info: Jessica Valero (407) 742-2387 <a href="mailto:jessica.valero@osceola.org">jessica.valero@osceola.org</a>
<b>Seminole Representative (Vice Chair):</b> Commissioner Andria Herr	Seminole County Government 1101 E. First Street Sanford, FL 32771	(407) 665-7209	<a href="mailto:aherr@seminolecountyfl.gov">aherr@seminolecountyfl.gov</a>	Assistant Info: Diana Massari 407-665-7209 <a href="mailto:dmassari@seminolecountyfl.gov">dmassari@seminolecountyfl.gov</a>
<b>Sumter Representative:</b> Commissioner Roberta Ulrich	Sumter County 7375 Powell Road Wildwood, FL 34785	(352) 689-4400	<a href="mailto:roberta.ulrich@sumtercountyfl.gov">roberta.ulrich@sumtercountyfl.gov</a>	Assistant Info: Administrative Services (352) 689-4400 <a href="mailto:administrative.services@sumtercountyfl.gov">administrative.services@sumtercountyfl.gov</a>

**(b.) Describe how the chief local elected official(s) was involved in the development, review, and approval of the local plan.**

At the bi-annual Joint Consortium and Board Meetings, the Board regularly discusses its goals and strategies with the Chief Elected Officials. Additionally, senior CSCF leaders meet quarterly with Consortium members and/or key staff to present updates on planned activities, enhanced collaborations, and system outcomes.

The Chief Elected Officials Consortium has designated a Chair to act on behalf of the Consortium and to work with the CSCF Board Chair to review and approve items as required.

**(2.) Local Workforce Development Board**

**(a) Identify the chairperson/vice chair of the LWDB by name, title, mailing address, phone number and email address. Identify the business that the chairperson represents.**

Jody Wood, Chair Vice President, Recruitment and Talent Management <b>Disney Parks, Experience &amp; Products</b>	1515 E. Buena Vista Drive Lake Buena Vista, FL 32830-1000	(407) 828-4415	<a href="mailto:jody.wood@disney.com">jody.wood@disney.com</a>
Richard Sweat, Vice Chair President & CEO <b>.decimal</b>	121 Central Park Place Sanford, FL 32750	(407) 330-3300	<a href="mailto:rsweat@dotdecimal.com">rsweat@dotdecimal.com</a>

**(b) Describe how the LWDB members were involved in the development, review, and approval of the local plan.**

CSCF's strategic planning process includes reviewing programmatic data and results, labor market information, organizational structure, Board member insights about their industry/business, information from stakeholder groups, and insights gathered from staff and customer feedback to the strategic planning process. The Board of Directors and the organization's leadership team evaluate the organization's current state / future state - where we have been, and where we want to go. With staff support, the Board conducts an environmental scan and SWOT analysis, that includes labor market projections for the region, industry position, and any changes in state and federal requirements. The Board also determines local needs, wants, and desires aligned with our North Star vision "Talent solutions to ignite your potential. Your journey lives here" - and organizational excellence standards. The Board develops annual strategic priorities with key performance metrics that are tracked and managed by staff.

**(c) Describe how the LWDB convened local workforce development system stakeholders to assist in the development of the local plan.**

The CareerSource Central Florida Board of Directors actively engages stakeholders through:

- regular discussion with key representatives of high growth industries.
- informational presentations presented by industry leaders to understand needs
- conversation and information sharing with economic development partners, such as the Orlando Economic Partnership, local and regional chambers, the University of Central Florida's School of Business; industry advisory groups.
- regular discussions with entities representing target services populations, such as low-income individuals, disconnected youth; individuals with disabilities; justice-involved; and the Board's business and required members.

Additionally, the LWDB hosted several industry conversations to understand how companies are recruiting and retaining employees, workforce trends, and skills training needs of incumbent workers. Conversations with current workers are also being planned to explore the changing needs of workers. With those conversations, the LWDB will have greater insights on the challenges of matching the region's workers with open opportunities.

**(3) Local Grant Subrecipient (local fiscal agent or administrative entity)**

**(a.) Identify the entity selected to receive and disburse grant funds (local fiscal agent) if other than the chief elected official. WIOA section 107(d)(12)(B)(1)(iii); 20 CFR 679.420**

The Workforce Development Board of Central Florida (Board) d/b/a CareerSource Central Florida (CSCF) serves as both the administrative and fiscal entity to receive and disburse funds.

**(b.) Identify the entity selected to staff the LWDB (commonly referred to as the administrative entity) and assist it in carrying out its responsibilities as a board organized under WIOA. (May be the same as the fiscal agent). 20 CFR 679.430**

CSCF is responsible for staffing the local board staff and the operational staff to deliver services to business and career seekers.

**(4) One-Stop Operator and One-Stop Career Centers**

**(a) Provide the name of the entity or entities selected through a competitive process to serve as the one-stop operator and the effective date of the current agreement in place between the LWDB and the one-stop operator.**

Career TEAM, LLC was selected through a competitive process to serve as the One-Stop Operator effective 07/01/2021.

(b) **Describe the steps taken to ensure a competitive process for selecting the one-stop operator(s) (WIOA § 121(d)(2)(A)).**

As part of CSCF's implementation of the Workforce Innovation and Opportunity Act, the organization defined the role of the One Stop Operator and determined how to competitively procure the entity or entities (§678.600 -678.635). In December 2016, the Board of Directors adopted the following definitions of a Career Services Provider and a One Stop Operator: The Career Services Provider is defined as: The local workforce development board, through its President & CEO, will deliver actions and strategies outlined in the WDB's four-year plan for the local area, inclusive of required career service programs, in partnership with the chief elected official(s) consistent with WIOA requirements. The LWDB will be responsible for oversight of programs to ensure state and federal requirements are met. The One Stop Operator is defined as: An entity or entities that will strategically coordinate all mandatory partners across five counties represented by Career Source Central Florida as required by WIOA, and whose responsibilities will not include service delivery and overseen by the Chief Operations Officer. The One Stop Operator will work with CSCF to meet all state and federal requirements. A Request for Proposal (RFP) is issued to select a One Stop Operator based on the outlined definitions identified. CSCF may elect to conduct a bidder's conference to clarify need and answer questions. Board staff reviews responses once received to determine alignment with needs. Based on the role of the One Stop Operator, the selected entity is recommended to the Board of Director for approval and engagement. The One Stop Operator reports to the Chief Operating Officer or designee to facilitate collaborative efforts with core and mandatory partners focused on the region's full-service center.

(c) **If the LWDB serves as the one-stop operator, provide the last date the state board granted approval to the LWDB to serve in this capacity and the approved duration.**

CSCF does not serve in this capacity.

(d) **Describe the roles and responsibilities the LWDB has identified and assigned to the one- stop operator.**

CSCF defines the basic role of the One-Stop Operator as an entity that will coordinate the service delivery of participating local One-Stop partners with the minimum of these mandatory required partners: Vocational Rehabilitation, Division of Blind Services, Family Literacy, and all public Adult Education programs within the five-county service area, Career



and Technical Education, Community Services Block Grant, Senior Community Service Employment Program, and Youth Build. This coordination shall, at a minimum, include the following responsibilities:

1. Establish linkages between all One-Stop partners to review mission and value alignment.
2. Facilitate conversations between partners to establish data sharing agreements and performance tracking between partners.
3. Convene meetings to build relationships between and among the partners and facilitate conversations to streamline processes and create better efficiencies and effectiveness.
4. Support discussions between CSCF and partners regarding infrastructure agreements among partners.
5. Develop and assist in execution of Memorandum of Understanding (MOU) or other required documents that comply with partner funding requirements, delivery models and metrics to track objectives.
6. Work with CSCF staff to conduct meetings with stakeholders to negotiate service delivery commitments.
7. Serve as a facilitator between required One-Stop partners and CSCF to operationalize program coordination activities outline in MOU.
8. Participate in CSCF community or stakeholder strategic meetings related to partners' service delivery needs and design.
9. Report monthly to the Chief Operations Officer (COO) on progress and specific milestones negotiated via a service contract.

- (e) **Provide the location (address) and type of each access point, indicating whether it is a comprehensive center<sup>3</sup>, affiliate site or specialized center, as described in [CareerSource Florida Administrative Policy 093 – One-Stop Delivery System and One-Stop Career Center Certification Requirements](#).**
- (f) **Identify the days and times when each access point is open to customers. Comprehensive career centers must be open to the general public for walk-in service a minimum of eight hours per day during regular business days, Monday through Friday.**

CareerSource Central Florida – Lake/Sumter (Lake/Sumter State College Campus)	9909 U.S. Hwy 441, Building M#29, Leesburg, FL 34788	M-Th 8:00am-5:00pm Fri 8:00am-12:00pm
Career Source Central Florida – Sumter Satellite Office (Lake/Sumter State College Campus)	1405 CR 526a, Sumterville, FL 33585	M-Th 9:00am-4:00pm
<b>CareerSource Central Florida – Orange (West) ** Comprehensive Career Center</b>	<b>9401 W. Colonial Drive, Ocoee, FL 34761</b>	<b>M-Fri 8:00am-5:00pm</b>

CareerSource Central Florida – Orange (Southeast)	5784 S. Semoran Blvd, Orlando, FL 32822	M-Th 8:00am-5:00pm Fri 8:00am-12:00pm
CareerSource Central Florida – Osceola (Valencia College Osceola Campus)	1800 Dean John Lane, Bldg. CIT, Suite 300, Kissimmee, FL 34744	M-Th 8:00am-5:00pm Fri 8:00am-12:00pm
CareerSource Central Florida - Seminole	1209 W. Airport Blvd, Sanford, FL 32773	M-Th 8:00am-5:00pm Fri 8:00am-12:00pm
CareerSource Central Florida – Administration offices	390 N. Orange Ave., Suite 700, Orlando, FL 32801	M-Th 8:00am-5:00pm Fri 8:00am-12:00pm

- (g) **For each access point, identify how each local area provides customers with access to each required (and any approved optional) one-stop career center partners' programs, services and activities (physical co-location, electronic methods, and/or referrals).**

Each year in the career center credentialing process, CSCF identifies all requirements for each center, including the Comprehensive Center (West Orange County Office). A review of the resource room requirements, federal and state required postings, operating hours, minimum skills for front-line staff, and the access to activities and partner services was completed in January of 2022 by each Career Center Manager. The credentialing tool which lists each partner and whether they are co-located, or a referral process is in place was completed for each of our five career centers and can be viewed in the attachments to this plan. (Attachment M – Credentialing Tool)

- (h) **Pursuant to the [CareerSource Florida Administrative Policy 093 – One-Stop Delivery System and One-Stop Career Center Certification Requirements](#), provide the required attestation that at least one comprehensive one-stop center in the local area meets the certification requirements contained therein.**

CSCF has designated the Career Center located at 9401 W. Colonial Drive, Ocoee, FL, (West Orange County Office) as the region's comprehensive one-stop center. It meets the certification requirements outlined as demonstrated by the signed and attested credentialing tool provided. (Attachment M – Credentialing Tool)

- (i) **Describe any additional criteria (or higher levels of service coordination than required in [CareerSource Florida Administrative Policy 093 – One-Stop Delivery System and One- Stop Career Center Certification Requirements](#)) relating to service coordination achieved by the one-stop delivery system, to respond to education/training needs, labor market, economic, and demographic conditions and trends in the local area**

**(WIOA § 121(g)(3)).**

CSCF has developed a Business Intelligence Unit that supports the organization's analysis of customer demographics, labor market information, economic trends, demographic composition of its five counties, and education levels to continually understand our customer base and the needs of our region. The unit conducts research, gathers relevant data, reviews and analyzes information in alignment with organizational priorities and needs, provide valuable insights to support decisionmaking throughout the organization. Through these efforts, the organization gained insights to support additional efforts to define its niche customer and understand their unique need to drive workforce solutions. For example, the unit lead an Economic Impact Study and Skills Gap Analysis in 2021-2022 to inform the LWDB on program and service effectiveness and training and education needs and gaps.

**(5) Provider of Workforce Services**

**(a) Provide the name of the entity or entities selected to provide workforce services (except training services) within the local one-stop delivery system.**

CareerSource Central Florida (CSCF) has a designation of workforce services provider for Lake, Orange, Osceola, Seminole and Sumter counties. As the provider of services for Region 12, CSCF can adapt services to meet the talent needs of local businesses and support emerging talent solutions. Additionally, directly delivering services allows CSCF to manage fiscal resources, performance, and staffing with minimal delays.

**(b) Identify and describe what workforce services (except training services) are provided by the selected one-stop operator, if any.**

The statement of work for the one-stop operator, as described earlier in this plan, does not contain any workforce services.

**(c) Identify and describe what career services are provided by the designated provider of workforce services (except training services).**

The LWDB, as the designated provider of workforce services, is responsible for the management of programs to ensure state and federal requirements are met for career services provided under Title I WIOA Programs – Adult, Dislocated Worker, and Youth, Wagner Peyser, Veterans, Trade Adjustment Act, Welfare Transition (Temporary

Assistance for Needy Families), and the Supplemental Nutrition Assistance Program. Career services include assessment, career development plan, resume assistance, connections to employment opportunities, among other activities.

- (d) If the LWDB serves as the direct provider of workforce services (except training services), provide the last date the CareerSource Florida Board of Directors granted approval to the LWDB to serve in this capacity and the approved duration.**

CSCF is the approved Direct Service Provider for a three -year period, July 1, 2020- June 30, 2023. The CareerSource Florida Board of Directors granted the LWDB's approval on June 6, 2020.

## **(6) Youth Service Provider**

- (a) Provide the name of the entity or entities selected to provide youth workforce investment activities (youth program services) and, if the entity was competitively procured, the term through which the entity is contracted to provide these services.**

CSCF provides Youth Services under its designation to provide services. In the event that CSCF chooses to procure this service, the organization will follow its procurement policy. (Attachment P)

- (b) Describe the steps taken to ensure a competitive process for the selection of the youth service provider(s) in the local area, if the LWDB does not provide these services.**

This is not applicable to CSCF's current service delivery model.

- (c) Describe any additional criteria<sup>4</sup> the LWDB has established to ensure providers best positioned to deliver required youth program elements resulting in strong outcomes for youth participants are used, if applicable.**

This is not applicable to CSCF's current service delivery model.

- (d) Identify and describe the youth program element(s) provided by each provider.**

This is not applicable to CSCF's current service delivery model. CSCF

does work with competitively procured Youth Navigators to provide additional outreach and support to WIOA targeted populations – youth with disabilities, justice-involved youth, teen parents, urban youth, and other underserved populations as discussed in the youth program design section of this plan.

## B. ANALYSIS OF NEED AND AVAILABLE RESOURCES

**(1) Please provide an analysis (or existing analysis pursuant to WIOA section 108(c)) of the regional economic conditions, which must include:**

- A. Information on existing and emerging in-demand industry sectors and occupations; and**
- B. The employment needs of employers in those industry sectors and occupations (WIOA §108(b)(1)(A)).**

Beginning with program year 2016-2017, CSCF conducts an analysis of industry in the region and evaluates its initial six key industries clusters to align its talent development resources. Based on industry and occupational growth projections, the following industry cluster were created by the region: Construction, IT & Finance, Transportation, Logistics & Utilities, Hospitality, and Healthcare. Over the last four years, CSCF has worked to track enrollments, investments, and outcomes by industry cluster and has made some adjustment to the industry clusters based on common skills and industry hiring patterns. Through this work, CSCF has improved its engagement with these industries that has led to:

- increased partnership with apprenticeships;
- changing training options from basic-level training to more specialized, middle career level training;
- increased wages for those placed in employment after training; and
- better understanding of industry needs and work with strategic partners to develop relevant talent solutions.

The Central Florida region is expected to see continued quarters of growth and open job opportunities. A review of job postings in the last two quarters of 2022 showed the region had more than 299,625 unique job postings. Based on 2027 projections, the region will have an estimated 1,502,317 jobs (*Lightcast, Q3 2022*) and will see the greatest growth in the following sectors:

Description	2022 Jobs	2025 Jobs	2022 - 2025 Change	2022 - 2025 % Change	Avg. Earnings Per Job
Health Care and Social Assistance	154,705	165,079	10,374	7%	\$74,007
Accommodation and Food Services	161,257	169,254	7,997	5%	\$34,543
Arts, Entertainment, and Recreation	78,709	86,665	7,955	10%	\$49,358
Professional, Scientific, and Technical Services	102,789	109,961	7,173	7%	\$101,853
Transportation and Warehousing	62,779	68,914	6,135	10%	\$64,266
Construction	103,196	107,376	4,180	4%	\$68,883
Finance and Insurance	56,936	60,102	3,167	6%	\$110,078
Manufacturing	53,194	55,739	2,545	5%	\$88,496
Utilities	2,222	2,233	11	0%	\$126,851
Source: FL Department of Economic Opportunity					

CSCF’s industry focus areas align to four of the eight industries identified by the state legislature – Manufacturing, Financial & Professional Services, Logistics & Distribution, and Healthcare – through the Florida Chamber Foundation, Florida Jobs 2030 plan. Additionally, the organization’s industries of focus also align to four of five Orlando Economic Partnership’s targeted industries. By strategically aligning with these partners, CSCF can focus on the needs of the region and utilize its resources to support talent solutions for both career seekers and business.

Continued opportunity exists in the region to understand the impact of the “gig” economy on industry and job growth. The impact of the pandemic has accelerated the growth of “gig work” and both full-time and part-time gig workers continue to cite flexibility, freedom, independence, lifestyle, opportunity, and earnings potential. The range of talent and skills available to businesses allows them to use gig workers to fill a variety of workforce needs, from seasonal work in hospitality or retail to immediate access to specialty skills, language, or niche needs. Gig workers can provide valuable support for the launch of a new product, entering new markets, or even integrating new software.” In the Central Florida region, 2029 projections indicate that the “gig” economy will grow by 12%, from 89,635 number of jobs to just over 100,00 jobs.

As we continue to look at occupations within each industry and the skills necessary to enter jobs, there is an emerging desire to understand framework and transferable skills sets that can support multiple industries. This would require further evaluation of employer / industry identified skills versus traditional jobs described through the national O\*NET system, and how talent development activities can be created to support those skills.

Understanding changes in supply and demand and economic changes spurred by the pandemic is critical to CSCF’s ability to address the region’s talent development needs. With an intentional focus on

this data, CSCF can shift its resources when, and if, the talent supply is exceeding demand, and emerging needs are identified.

**(2) Please provide an analysis of the knowledge and skills needed to meet the employment needs of the employers in the local area, including employment needs in in-demand industry sectors and occupations (WIOA §108(b)(1)(B)).**

Many businesses and industry leaders, regardless of industry, continue to share their experiences and challenges with recruiting qualified talent that understands the importance of company culture, appropriate workplace behavior, customer service excellence, and commitment to continual learning. Through formal and informal discussion and research, CSCF understands that employers are seeking talent with soft skill – also referenced as “interpersonal and people skills” - when hiring for most positions. Indeed.com, the leading job site, has shared the most valuable seven soft skills for job seekers and employees:

- **Acting as a team player** – not only being cooperative, but also displaying strong leadership skills when necessary.
- **Flexibility** – this is an extremely valuable asset to employees. Those who can adapt to any situation are dependable.
- **Effective communication** – this is paramount to almost any job. Communication involves articulating oneself well, being a good listener and using appropriate body language.
- **Problem-solving and resourcefulness** – no matter what your profession, these skills are critical when unexpected issues inevitably arise.
- **Accepting feedback** – not only accepting feedback gracefully but also applying that feedback, fosters professional growth.
- **Confidence is key** – it's also important to always have the knowledge and skills to support self-assurance. By being confident and capable, supervisors, employees, and clients believe in what you are saying.
- **Creative thinking** – being able to come up with unique solutions or alternatives is invaluable; it drives innovation and increases efficiency.

Feedback from employers is also validated with the advertised job skills found in job openings advertised online (Help Wanted Online - HWOL). A review of HWOL jobs found that the top five skills required by employers were: customer service, problem solving, interpersonal skills, flexibility, and ability to be a team player. CSCF continues to seek innovative opportunities to incorporate these skill areas into

service delivery options for career seekers. Currently, services are delivered in our centers and virtually to customers.

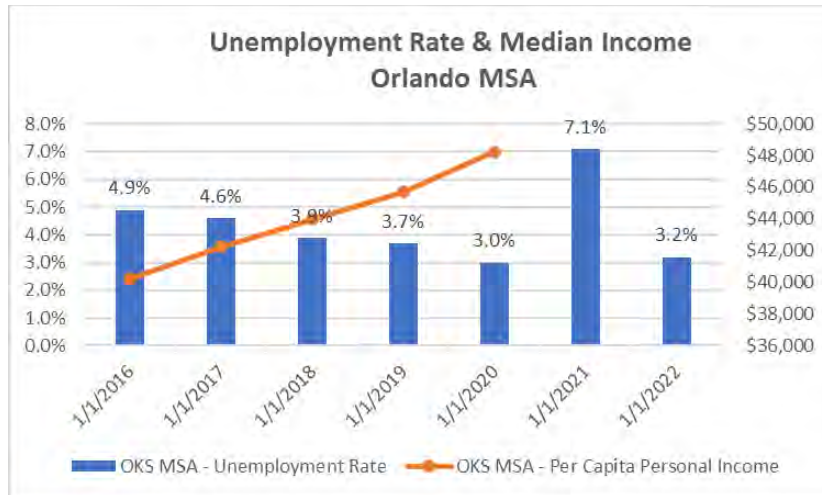
**(3) Please provide an analysis of the workforce in the local area, including current labor force employment (and unemployment) data, information on labor market trends, and the educational and skill levels of the workforce in the local area, including individuals with barriers to employment (WIOA §108(b)(1)(C)).**

In Central Florida’s five counties – Lake, Orange, Osceola, Seminole, and Sumter – there are diverse cultural and demographic communities. The region is estimated to be home to more than 2.9 million residents by 2026 (Source: U.S. Census Bureau, American Community Survey 2021, EMSI/Lightcast) and continues growing with the continued migration of Puerto Ricans to Orlando and Kissimmee areas, immigrants from around the world, and out-of-state residents attracted to Florida’s quality of life. The region’s population continues to become more diverse, with an estimated 19.1% foreign-born residents. The diversity in languages has also grown, with almost 24.6% of the region’s residents speaking Spanish, 2.3% of residents speaking Creole, and 2.4% of residents speaking Asian and Pacific Islander languages (Source: U.S. Census Bureau, American Community Survey 2019.)

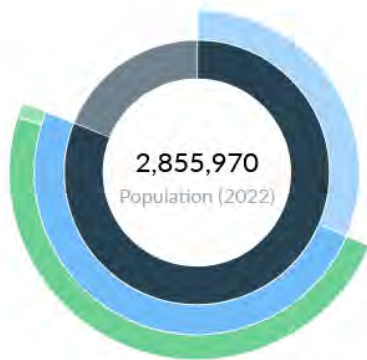


The Central Florida region continues to see a decline in the unemployment rates with rates below 4% for most of 2022. While the unemployment rate in the Orlando-Kissimmee-Sanford MSA was 3.2% percent in June 2022, down from 5.7% percent unemployment in June 2021, the region also had an increase in median income (See table below; Source: FRED). In 2022, there were 1,419,960 individuals in the labor force, with 46,263 unemployed residents in the region; however, the number is not reflective of those individuals who have stopped seeking employment or those who have simply taken themselves out of the labor force (See table below). There are approximately 302,000 residents with disabilities (EMSI/Lightcast, Q4 2019), and of those who are of working age have unemployment rates that are five times higher than published unemployment rates.





### May 2022 Labor Force Breakdown



	Population
● 16+ Civilian Non-Institutionalized Population	2,314,325
● Not in Labor Force (16+)	894,889
● Labor Force	1,419,436
● Employed	1,381,266
● Unemployed	38,170
● Under 16, Military, and institutionalized Population	541,645

As part of CSCF’s strategic planning efforts, a review of education levels in the region is regularly conducted to provide insight into the training needs of the region, levels of training needed within CSCF’s provider network, and the framework for talent development activities. Review of this data has also helped to support the Governor’s initiative to move 60% of the state’s population to a high-value post-secondary degree or certificate.



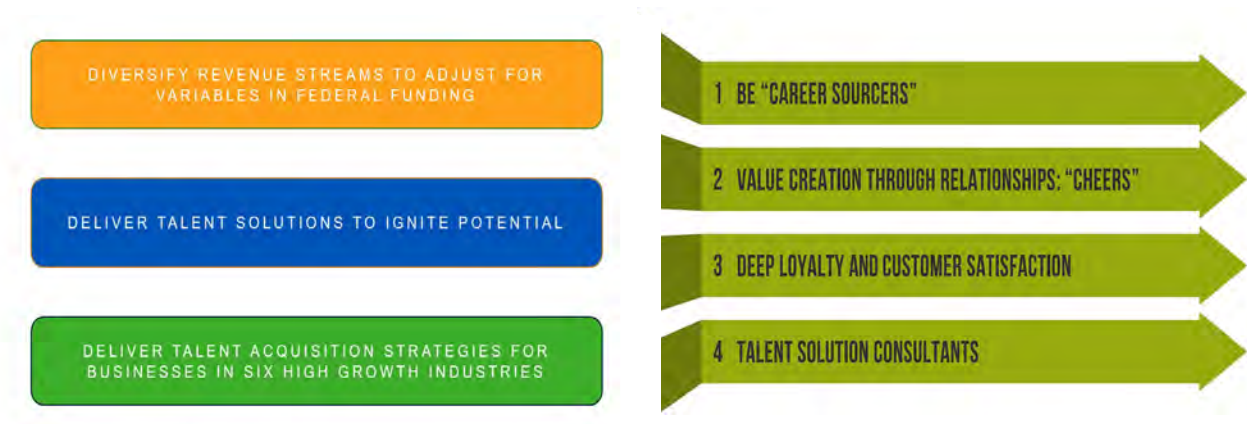
	% of Population	Population
Less Than 9th Grade	3.5%	70,787
9th Grade to 12th Grade	6.3%	125,722
High School Diploma	25.5%	509,075
Some College	19.6%	391,488
Associate's Degree	11.7%	233,780
Bachelor's Degree	21.8%	434,655
Graduate Degree and Higher	11.6%	231,863

As employers increasingly seek talent with technical skills and there are more opportunities for middle-skilled jobs, CSCF will work to strategically identify new talent pipelines to facilitate connection to the region’s employers and identify strategies to increase skills levels for the region’s talent currently earning less than \$17.50 per hour and part of United Way’s defined Asset Limited Income-Constrained Employed (ALICE) population. CSCF is also interested in working with its education and community partners to identify strategies that help reconnect young people to opportunities to earn a high school diploma, connect to post-secondary training or education, and college graduates who are not able to connect to employment opportunities, and a first career. According to research by the National Skills Coalition middle-skill jobs account for 55 percent of Florida’s labor market, but only 46 percent of the state’s workers are trained to the middle-skill level. (Source: National Skills Coalition’s *Florida’s Forgotten Middle*).

The Workforce Innovation and Opportunity Act mandates that individuals with barriers to employment defined as: low-income, basic skill levels below 8.9 grade level, individuals with disabilities, out-of-school youth, and individuals whose primary language is not English, have access to programs and services that assist in removing those barriers to successfully enter employment in a career pathway. As the law allows, CSCF has also identified an opportunity to support those individuals who are underemployed or are currently in income-maintenance jobs who wish to move back to the industries from which they were displaced (economic or life event). The organization has further defined barriers associated with individuals who lack work experience and/or applying newly acquired skills to local policy (See *Attachments K- Priority of Funds and L- Youth Eligibility and Enrollment*).

- (4) Please provide an analysis of the workforce development activities (including education and training) in the local area, including an analysis of the strengths and weaknesses of such services and the capacity to provide such services, to address the identified education and skill needs of the workforce and employment needs of employers in the local area (WIOA §108(b)(1)(D) and WIOA §108(b)(7)).**

CSCF continually analyzes the employment, education, and training activities within its five counties to ensure relevance to business needs – current and future. As part of the strategic planning process, the Board of Directors and senior leadership team analyze the services provided through the region and identify deficits that will be addressed in the upcoming year. By analyzing the environment, its current services, the potential for future services, and the organization’s mission and vision, the Board is now focused on three priorities and four key strategies:



The continual reduction in formula federal funding has spurred the Board to develop a Revenue Diversity Committee to look at private and public funding opportunities to increase the ability to serve more youth and adults in work related activities. Over the last two program years, CSCF has receiving cooperative funding from Orange and Osceola Counties utilizing CARES Act funding and the American Rescue Plan Act (ARPA) funding to assist citizens of those counties who have been affected by the Covid-19 pandemic to receive customized career search, upskilling training programs, and support overcoming obstacles to employment. Diversified funding and braiding existing funding have allowed CSCF to continue to offer career and training services to the residents of our region at the highest service level possible. In analyzing service delivery, another opportunity identified in serving CSCF’s rural communities in Lake and Sumter counties. The organization is enhancing its partnership with other agencies and institutions to increase its ability to provide services and extend its footprint in these rural areas.

CSCF has identified the following strengths of its current activities:

- A better understanding of its niche customer and the services they seek that will enhance how the organization structures its service delivery model.
- A variety of options for talent development – internships, training, and on-the-job training

- in high-growth industries based on career seeker’s needs.
- A diverse secondary and post-secondary education and training network exists in the region that supports increasing career and education awareness and creating access to skill-building in demand occupations.
- Collaboration of community partners, non-profit agencies, economic development organizations, and community action and neighborhood organizations working together to provide employment readiness and training services to get residents employed and increase prosperity.
- An innovative contact center to provide frontline services including scheduling, state system account support for customers, SNAP and TANF case status support, basic Wagner Peyser services, and information on key services and resources.
- Both in person and virtual service delivery models in full operation to better serve the region’s job seekers.
- Promising partnerships with WIOA core and mandatory partners focused on collaboration and coordination of services through the region’s full-service One Stop and its other Career Centers as appropriate.
- Use of rich data and technology to create dashboards and reports for decision-making, talent development activity management, strategy development, and forecasting.
- A diverse workforce who is committed to the organization’s mission, vision, and values
- Crafting a customer journey founded on deep relationships that helps guide individuals to achieve lifelong employment and career goals.

CSCF has identified the following opportunities for improvement:

- Developing effective strategies to increase the number of training completers who enter a training-related employment earning \$17.50 or more per hour.
- Exploring efficiencies within the organization’s processes to allow for the provision of services with less resources.
- Increasing collaboration with apprenticeship programs to increase access to training to underrepresented populations.
- Providing meaningful services to those who are underemployed who are interested in a change of employment or career.
- Creating efficient ways to engage business to upskill its existing workforce.

- Developing a strategy for rural counties to increase ability to provide services.
- Developing a more robust youth program that serves youth and young adults, with particular attention to those 20-24.

## C. WORKFORCE DEVELOPMENT AREA VISION AND STRATEGIC GOALS

### **(1) Describe the local board's strategic vision and goals for preparing an educated and skilled workforce (including youth and individuals with barriers to employment), including goals relating to primary indicators of performance described in WIOA section 116(b)(2)(A) to support regional economic growth and economic self-sufficiency (WIOA §108(b)(1)(E)).**

The Board's strategies focus on improving engagement and service delivery to the region's niche career seeker and business customers and creating a system that is responsive to the talent needs of the region by delivering talent solutions and delivering talent acquisition strategies. Though these efforts, CSCF will be positioned to meet and increase its entered employment, wage gain, and retention indicators of performance as defined by WIOA. The Board's key metrics and priorities serve as local indicators of federal performance and have been designed with consideration of those requirements. The Board has a strategic priority to diversify revenue streams to adjust for variables in federal funding. The goals aligned to that priority are to generate \$3.5M of new diversified revenue and to develop and activate a plan to invest general (unrestricted) revenue. The outcome of meeting these goals would be an increased CSCF budget/revenue stream, enabling greater flexibility in the delivery of services to all clients (including youth and individuals with barriers to employment), stability, and sustainability. The board also prioritizes delivering talent acquisition strategies for businesses in recovering and emerging industries. The goals that are aligned to this strategy are to ensure 60% or greater of the businesses served by CSCF will be small to medium businesses, to deliver workforce intelligence as a core business service, and to align business recruitment strategies to meet market demands. The outcome of meeting these goals would be quality recruitment services to deliver qualified candidates for interviews and hiring by businesses served. Another board strategic priority is to deliver talent solutions to ignite potential. The goal aligned with this strategy is to create value through comprehensive career services within the career journey. The outcome of meeting this goal would be that Central Florida job seekers receive quality services throughout their career journey that result in increased skills and employment. The Board's last strategic priority is to adjust to evolving market and legislative changes through innovate initiatives. The goals aligned to this strategy are to track and define new legislation as the state releases new policies impacting service delivery and training, to elevate and innovate the organization's capacity to provide virtual services, and to establish new return on investment strategies to measure market needs across the region. The outcomes of meeting these goals would be defined return on investment

and use leveraged data to understand changing markets, and opportunities for innovation in virtual service delivery for all CSCF clients (including youth and individuals with barriers to employment). These strategies will help to prepare an educated and skilled workforce.

**(2) Describe the local area’s strategy to work with entities that carry out the core programs to align resources available to the local area to achieve the strategic vision and goals established by the local board.**

The core programs under the Act are WIOA programs for Adults, Dislocated Workers, Youth; Adult Education and Family Literacy programs; Vocational Rehabilitation; Division of Blind Services; and Wagner-Peyser services. The Act requires state and local provider organizations collaborate to achieve better results in connecting key populations to careers and the workforce. Representatives of core and mandatory partners participate at both the Board and Committee levels and participate in strategic discussions to better align the workforce system and engage in new approaches needed to meet the service and performance requirements of WIOA. To date, representatives of the Division of Blind Services, Adult Education and Family Literacy, and Career and Technical Education, and Department of Children and Families programs participate in Board and Committee-level activities. CSCF continues to engage with each core partner to understand their organizations’ missions, processes, and strategies to continue to develop opportunities for alignment and collaboration.

**D. DESCRIPTION OF STRATEGIES AND PROGRAM SERVICES**

**(1) System Description: Describe the local workforce development system. Identify programs included in the system and how the local board works with each entity to carry out core programs and other workforce development programs supporting alignment in provision of services. Identify programs of study authorized under [The Strengthening Career and Technical Education for the 21st Century Act \(Perkins V\)](#) (20 U.S.C. 2301 et seq.), that support the strategy identified in the Florida Unified Plan under WIOA section 102(b)(1)(E) (WIOA §108(b)(2)).**

Under WIOA, local workforce development areas are encouraged to convene partners to develop a demand driven, intentional, and coordinated system that supports the development of the region’s talent pipeline. For CSCF to meet this intent and continue to develop this system, coordination of core and partner programs is essential.

CSCF’s provides services resourced by:

- Workforce Investment and Opportunity Act Adult, Dislocated Worker, Youth;

- Wagner-Peyser: Reemployment Services and Eligibility Assessment (RESEA) Grant, Trade Act Assistance (TAA), Veteran's Programs, Labor Exchange services;
- Temporary Assistance for Needy Families; and
- Supplemental Assistance & Nutrition Program.

CSCF partners with other entities to coordinate core and partner programs:

- Adult Education and Family Literacy Act programs
- Vocational Rehabilitation
- Division of Blind Services
- Community Service Block Grants provided by local government and community-based entities
- Migrant Seasonal Farmworkers Program (MSFW)
- Senior Community Employment Programs; and
- Career and Technical Education Program (Perkins)

CSCF partners with Adult Education and Family Literacy (AEFL) programs by supporting students with assistance in paying for fees and providing a dedicated tutor to support skills development. Additionally, CSCF works with AEFL providers to connect current students and graduates with employment opportunities and transition to post-secondary options. Programs of study authorized under the Perkins Career and Technical Education Act are reviewed and validated by CSCF for relevance relative to demand occupations and industry growth, and inclusion on the Eligible Training Provider List (ETPL). CSCF continues to work with Perkins-funded programs to align continued training and employment activities for program participants through participation in stakeholder forums and strategic planning activities.

## **(2) Adult and Dislocated Worker Employment and Training Activities:**

**Describe and assess the type and availability of adult and dislocated worker employment and training activities in the local area (WIOA §108(b)(7) and 20 CFR 679.560(b)(6)). This must include a description of local policies and procedures for individualized career and training services in the adult program to give priority to veterans, recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient.**

The WIOA Adult and Dislocated Worker programs are two of three core Title I programs authorized under WIOA designed to assist individuals in gaining skills and attaining employment. The Adult program serves individuals ages 18 and older, in need of training, employment, and career

advancement, and who meet the participation criteria. Dislocated Worker program assist workers who have been displaced due to loss of work or other circumstances and can include activities such as on-the-job training and work experience to facilitate rapid re-employment. As part of its process, CSCF Career Consultants meet with customers to understand individuals' employment or career goals, assess skills, both soft skills and technical skills, and interest in skill development or career placement options. Staff utilize a variety of formal and informal methods to assess individuals' strengths, opportunities, interest in skill development, career interest and aptitude, and workplace behaviors.

CSCF offers a variety of training activities for adults and dislocated workers that includes career counseling and planning, job search and employment services, training, and work-based learning opportunities such as internships, on-the-job training, and apprenticeship. CSCF has evaluated its policies, procedures, and strategies to better address the talent gaps identified by employers and industry groups.

CSCF's Priority for Services Policy aligns with WIOA's intent to be flexible on how services are delivered (*See Attachment K – Priority of Funds*). The policy meets the guidance outlined by the Department of Labor Employment and Training Administration and complies with WIOA §680.600, §680.640. CSCF's priority of funds is established for adults ages 17-72 with veterans, veteran's spouses, recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient. Basic skills deficient criteria is established as an individual that is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society. The established priority will be used in the provision of individualized career and training services regardless of funding levels.

***Priority for Adult eligibility must be provided in the following order:***

1. Veterans and eligible spouses who are WIOA eligible and who also have one or more of the barriers listed in the chart below.
2. Individuals who are not veterans or eligible spouses, but who have any one or more of the barriers listed in the chart below.
3. Veterans and their eligible spouses who do not have any of the barriers listed below:
  - i. Military spouses who have lost employment as a direct result of a relocation to accommodate a permanent change in duty station of the spouse.
  - ii. Military spouses who are a dependent spouse of a member of the Armed Forces on active duty whose family income is significantly reduced as determined by the State or CSCF because of a deployment, a call or order to active duty, a permanent change of station, or the service-connected death or disability of the service member.



- iii. Military spouses who are unemployed or underemployed and are experiencing difficulty in obtaining or upgrading employment.
4. Individuals who are not veterans and do not have any of the barriers listed below.

***Barriers used to Determine Priority of Service (in alphabetical order):***

- Disabled individuals, as defined in WIOA section 3, paragraph 25
- Displaced homemakers, as defined in WIOA section 3, paragraph 16
- English language learners, as defined in WIOA section 204
- Ex-offender, as defined in WIOA section 3, paragraph 38
- Homeless individuals, as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C) 14043e-2(6)
- Indians, Alaska Natives and Native Hawaiians as defined in WIOA section 166
- Individuals who have a low level of literacy, as defined in WIOA section 203
- Individuals facing substantial cultural barriers, as defined in WIOA section 203
- Individuals within two years of exhausting the lifetime eligibility for TANF assistance part A of Title IV of the Social Security Act (42 U.S.C. 601 et6 seq.)
- Long-term unemployed individuals, defined as individuals who have not been employed within the last 27 weeks.
- Low-income individuals as defined in WIOA section 3 paragraph 36 and locally as:
  - a. An individual receiving, or who in the past six months, has received federal, state or local public assistance;
  - b. An individual with a family income that does not exceed the federal poverty level;
  - c. An individual with a family income that does not exceed 200% of the lower living standard income level;
  - d. An individual who is homeless as defined above;
  - e. A disabled individual whose own income meets the definition of low income regardless of family income.
- Low-income also includes individuals who are underemployed as defined below:
  - a. Individuals working part-time who are seeking full-time employment;
  - b. Employed individuals in a position that is inadequate with respect to their skills and training;
  - c. Individuals who are employed, but whose current earnings are 20% lower than their previous employment.
- Older individuals, aged 55 or older as defined in WIOA section 3 paragraph (39)

- Migrant and/or seasonal farmworkers as defined in WIOA section 167 (1)
- Single parents
- Single pregnant women

**(3) Training Services: Describe how training services outlined in WIOA section 134 are provided, including:**

**A. A description of the process and criteria for issuing ITAs, including a description of any ITA limitations established by the LWDB and a description of any exceptions to the use of ITAs;**

CSCF's Individual Training Account process encourages customers to review all program information to make an informed choice about the training options available. Career Consultants work with individuals to understand their interests, skills, aptitude, and occupational expectations (credentials, licensure, work culture) as part of the evaluation process prior to selecting a program.

Currently, ITA vouchers are capped at \$7,000 for occupation training in a high-growth industry. The maximum investment for direct customer costs includes the actual cost of tuition, books, and training fees. The maximum amount does not include supportive services that may be provided to support participation in a program.

CSCF has adopted the "career in a year" strategy therefore training programs are limited to less than one year in duration. CSCF's training dollars will not pay for a full associates, bachelor's, master's, or doctorate degree program. Funding for education and training beyond those levels is limited to licensure/exam fees for targeted occupation list disciplines.

**B. If contracts for training services are used, how the use of such contracts are coordinated with the use of ITAs; and**

CSCF offers training options via contract or training vendor agreements to provide traditional classroom training; short-term training; work-based learning to support career seekers in gaining competitive, industry-specific skills; and customized training. CSCF evaluates training programs on completion, credential, and placement rates. Additionally, CSCF monitors program completers who have not gained employment to monitor program quality and market saturation. CSCF's training provider vendor agreements contain requirements for operation and performance.

**C. How the LWDB will ensure informed customer choice in the selection of training programs regardless of how the training services are to be provided (WIOA §108(b)(19) and 20 CFR 679.560(b)(18)).**

CSCF posts programs available for customers to consider on the organization's website and in its career centers. Information includes program name, provider, location, program fees and performance. Performance reflects program completion rates and placement rates of all students enrolled in the program (as reported to Florida Education and Training Placement Information Program - FETPIP) and performance of WIOA participants. The information is sortable and allows the participant to view program/course descriptions based on their interests. Customers work with a Career Consultants during the selection process to analyze cost, time commitment, and viability of attending training for a dedicated time. Career Consultants support the customer in making an informed decision, including how to pay for training through WIOA supports, Pell Grant resources, or personal investment.

**D. How the LWDB ensures training provided is linked to in-demand industry sectors or occupations in the local area, or in another area to which a participant is willing to relocate (WIOA §134(c)(3)(G)(iii)). Include strategic or other policies that align training initiatives and Individual Training Accounts (ITAs) to sector strategies and demand occupations (WIOA §134(d)(1)(A)(ix)(II)(aa)).**

Industry-focused data is discussed at the Board's Career Service Committee meeting on a regular basis. During the annual review process, the Board reviews industry data to evaluate which talent solutions are successful, and which need improvement or redesign. This review includes levels of enrollments by industry, completion of training, entered employment rates and wages. Additionally, all the region's high-growth industries are represented on the Board of Directors and regularly provide industry insights. Annually, the data is used to evaluate training program on the eligible training provider list and identify any potential gaps. If a gap is identified, CSCF works with its education partners to develop or identify appropriate training.

**E. How the LWDB incorporates/includes work-based training activities in the local area's service delivery model.**

CSCF continues to evolve how it provides work-based learning and work-based training activities as part of its service options. Work-based learning/training options include internship/work experience, on-the-job training, customized training, pre-vocational training, and apprenticeship. Training services are provided to individuals who meet program criteria and support the attainment of new skills to address a skill gap or enhance a career. These activities are identified with the career seeker and documented on an agreed-upon service plan. Specialized services may be

crafted for individuals with significant barriers and/or limited work history.

**(4) Youth Workforce Investment Activities: Describe and assess the type and availability of youth workforce investment activities (services) in the local area, including activities for youth who are individuals with disabilities. The description and assessment must:**

**a) Identify successful models of such youth workforce investment activities (WIOA §108(b)(9) and 20 CFR 679.560(b)(8)).**

CSCF is focused on preparing youth and young adults for successful careers through career exploration, education, work-based learning, and employment opportunities. CSCF utilizes its WIOA funds to provide services to youth and young adults who are considered out-of-school and between the ages of 16 and 24; thus, ensuring the region meets the federal requirement that states 75% of formula dollars must be spent on out-of-school youth individuals, and 20% of its funds must support work experience activities. Youth programming under WIOA is designed to serve eligible youth and young adults with high-quality career consulting focused on educational and workplace goal attainment that includes guidance and career exploration; understanding career pathways; summer and year-round work experiences; training for in-demand occupations; career readiness skills; connection to community resources, and support services if needed.

CSCF seeks to continue to develop and implement a youth program model that include multi-year services, focused on career pathways in high growth sector, and supported by culturally- competent career consultants who are proficient in workforce development and youth engagement principles. CSCF has implemented the use of individual training accounts for education and training for youth and has seen an increase in the number of youth gaining relevant skills and earning meaningful credentials. Over the last two program years (20-21; 21-22), 435 youth participated in ITA funded training, 146 youth earned a high school diploma, 768 combined credentials were earned and 517 entered employment or entered post-secondary.

CSCF also utilizes TANF and local resources to support youth employment and career exploration activities during the summer. These resources are leveraged with local private and public funds to expand the number of young adults who can participate regardless of eligibility requirements. CSCF will expand leveraged funding to support 1,100 to 1,500 students in 2023; and increase to 2000 in 2024. CSCF partners with post-secondary institutions and other eligible providers to provide career exploration activities to support the transition from high school to post-secondary options. Industry-focused programming is also made available to immerse young adults in high-growth industry career options with the goal of encouraging participants to enter these roles. Additional career exploration

and awareness activities, including role-playing and industry guest speakers enhance these efforts. CSCF will also add a Public Sector Academy to showcase government and utility careers to youth.

**b) Include the local area’s design framework for the local youth program and how the 14 program elements required in 20 CFR 681.460 are made available within that framework (WIOA § 129(c)(1)).**

CSCF’s service delivery model engages young people where they are in their development and supports their engagement in the 14 required program elements as outlined in WIOA §129(c)(1)(2) based on their needs. CSCF’s model includes a three-tier approach that support youth entering employment, post-secondary education, military, or continued apprenticeship:

<u>EXPLORE</u> Engage youth adults in exploring career and training opportunities	<u>EXPERIENCE</u> Allow young adults to discover career and skills related to the workplace	<u>ACCELERATE</u> Acquire new skills in a demand career or gain experience in a chosen field
<ul style="list-style-type: none"> <li>• Career coaching</li> <li>• Personal and career assessment</li> <li>• Workplace skills training</li> <li>• Financial literacy</li> <li>• Leadership and networking</li> <li>• Team building activities</li> </ul>	<ul style="list-style-type: none"> <li>• Paid work experiences / internships</li> <li>• Community service projects</li> <li>• Job shadow opportunities</li> <li>• On-the-Job Training</li> <li>• Connections to apprenticeship programs</li> </ul>	<ul style="list-style-type: none"> <li>• Scholarship assistance</li> <li>• Industry-focused seminars</li> <li>• Industry certificates and licenses</li> <li>• Access to high school diploma and English language skill classes</li> </ul>

Career consultants work with youth to provide:

- An objective assessment that includes a review of the academic and occupational skill levels and service needs, for the purposes of identifying appropriate activities and informing a young adult’s career plan / individual service strategy. A new assessment of a participant is not required if the assessment has been completed within the previous six months, including assessments conducted as part of another partner’s education or training program.
- A career plan / individual service strategy that captures appropriate education and employment goals; considers career planning goals and results of the objective assessment; and sets agreed-upon achievement objectives and services for the participant.

CareerSource Central Florida provides the following 14 services outlined in WIOA through direct

service, collaboration, or procured services:

- Tutoring, study skills training, instruction, and evidence-based drop-out prevention and recovery strategies;
- Alternative secondary school services, or dropout recovery services, as appropriate;
- Paid and unpaid work experiences;
- Pre-apprenticeship programs;
- Internships and job shadowing;
- On-the-job opportunities;
- Occupational skills training programs that lead to a credential (industry-recognized);
- Leadership development;
- Comprehensive guidance and counseling;
- Financial literacy;
- Entrepreneurial skills training
- Supportive services;
- Adult mentoring; and
- Follow-up services.

All the activities provided in the program are designed to prepare youth to transition to post-secondary education or training, employment, military, or apprenticeship.

CSCF partners with a variety of community organizations, high schools, alternative schools, post-secondary institutions, and vocational rehabilitation to identify best practices to support youth with disabilities transition to training and/or employment. CSCF is working with the Department of Juvenile Justice (DJJ) Circuit 5, 9, and 18 to through a referral system with agreements to share information with probation officers who are working with justice involved youth. Additionally, Youth Navigators provide additional outreach and support to WIOA targeted populations – youth with disabilities, justice-involved youth, teen parents, urban youth, and other underserved populations. The Youth Navigators identify eligible youth, support enrollment into program activities, and coordinate with CSCF youth consultants to provide services.

CSCF continues to research best practices that align with the talent development needs of the region's urban, suburban, and rural demographics and leads to young adults gaining industry-relevant skills and entering employment, military, apprenticeship, or post-secondary training / education.

**c) Describe the LWDB’s policy regarding how the local area will determine when an individual meets the definition of basic skills deficient contained in CareerSource Florida Administrative Policy 095 – WIOA Youth Program Eligibility.**

CSCF will determine an individual to be basic skills deficient when- (A) a youth has tested in English, reading, writing, or computing skills at or below the 9th grade level on the TABE test or any other accepted assessment; or (B) a youth or adult that is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual’s family, or in society

**d) Define the term “a youth who is unable to compute or solve problems, or read, write, or speak English at a level necessary to function on the job, in the individual’s family, or in society” and describe how the LWDB defines whether a youth is unable to demonstrate these skills sufficiently to function on the job, in their family, or in society and what assessment instruments are used to make this determination (20 CFR 681.290).**

CSCF has chosen to define “a youth who is unable to compute or solve problems, or read, write or speak English at a level necessary to function on the job, in the individual’s family, or in society” as follows: A youth who meets one of the below criteria:

- Reading, math, or language comprehension at or below the 8th grade level as indicated on the Test for Adult Basic Education (TABE) assessment tool.
- Is unable to compute or solve math problems to include word problems at or below the 8th grade level as indicated on the TABE assessment.
- Is unable to complete a basic computer literacy assessment through an online assessment.
- Is unable to communicate in English via everyday conversation/interaction. If the youth is unable to interact socially or professionally with staff, they are unlikely to successfully communicate to the standards expected in the workplace.

**e) Define the term “requires additional assistance to complete an educational program or to obtain or retain employment” and describe the circumstance(s) or other criteria the LWDB will use to qualify a youth under this eligibility barrier (20 CFR 681.300).**

CSCF defines “Requires Additional Assistance” as an individual who requires “additional assistance” to complete an educational program, or to secure and hold employment, if one of the following conditions exist:

- Youth who are or a family member considered to be a Migrant Seasonal Farmworker
- Youth who lacks work experience as defined by one year or less work history or no experience in field of study

- Youth who lacks transportation
- Emancipated Youth
- Parent absent due to incarceration, or treatment facility for substance abuse or mental health; or
- Parent absent due to deployment

The definitions are included in the organization's Youth Eligibility Policy (*Attachment L*). These barriers will be documented through documents issued by an agency, education partner, or an attestation completed by the staff member and approved by the Youth Program Manager or designee.

**(5) Self-Sufficiency Definition: Under WIOA § 134(c)(3)(A) training services may be made available to employed and unemployed adults and dislocated workers who need training services to obtain or retain employment leading to economic self-sufficiency or wages comparable to or higher than wages from previous employment. Describe the definition of “self-sufficiency” used by your local area for:**

- (a) Adults (distinguish if there are different definitions for unemployed individuals or employed workers); and**  
**(b) Dislocated Workers (WIOA § 134(c)(3)(A)(xii)).**

(a) CSCF aligns with the income threshold outlined in the United Way ALICE (Asset Limited, Income Constrained Employed) Florida Report (<http://www.uwof.org/alice>) and the U.S. Department of Housing and Urban Development (HUD) to define the local criteria for “self-sufficiency.”

The 2020 ALICE Report includes findings on households that earn below the ALICE Threshold, a level based on the actual cost in each county of basic household necessities, but not enough to have savings or address any emergencies that may arise. Florida has about 2.5 million households with income below the ALICE Threshold, which includes those at the Federal Poverty Level (100% FPL 2022 - \$13,590 for an individual; \$27,750 for a family of four, U.S. Department of Health and Human Services - HHS). The cost of basic household expenses has increased steadily in Florida for a single individual to \$24,600 and \$69,516 for a family of four (two adults with one infant and one preschooler).

In the CSCF region, there are about 488,914 households that meet the ALICE definition, with the highest percentage of households in Osceola County (65%) and Orange County (52%). A survival budget in Orange and Osceola counties for a single individual is about \$28,932, and \$64,032 for a family of four, while the 2018 median income in the Orlando-Kissimmee-Sanford MSA is \$68,000 (*EMSI U.S. Census, Q32022*).



The U.S. Department of Housing and Urban Development (HUD) established defines the median family income for the Orlando-Kissimmee-Sanford Metropolitan Statistical Area (MSA) as \$80,100 (HUD FY 2022 Income Limits, Median Family Income). CSCF has evaluated the income threshold outlined the United Way ALICE Florida Report and the U.S. Department of Housing and Urban Development (HUD) to define the local criteria for “self-sufficiency”. CSCF is establishing a self-sufficiency threshold to serve business clients and employed workers of **\$58,000 annually**, which aligns with HUD, is higher than ALICE thresholds, and allows the organization to upskill middle career employees that may give way to more middle-skilled opportunities that support CSCF’s niche customer. CSCF defines “self-sufficiency” for unemployed workers at annualized family earnings of 250 percent of the Lower Living Standard Income Level (LLSIL) based on family size. This local self-sufficiency level represents what it takes to have basic stability in our area with housing, food, clothing, transportation, and basic healthcare. *See Attachment L - Local Priority of Funds Policy.*

- b) Dislocated Workers** – There is no income threshold or limit that the individual or family must meet in order to receive services as a dislocated worker. Dislocated Workers who have become employed in “maintenance income” jobs (a job with a lower rate of pay than the job of dislocation) may receive training services if deemed necessary.

**(6) Supportive Services and Needs-Related Payments: Describe the types of supportive services offered in the local area to include any applicable limits and levels. The supportive services offered by the LWDB in the local area must align with the supportive services outlined in CareerSource Florida Administrative Policy 109 – Supportive Services and Needs-Related Payments.**

CSCF understands the need to address barriers to increase an individual’s chances of accessing and engaging in work activities. Based on individual assessment and availability of funds, supportive services may be awarded to eligible participants. Supportive service awards are intended to enable an individual to participate in workforce-funded programs and activities to secure and retain employment. Supports are provided based on need as determined by the Career Services Consultant working with the participant, and may include:

- Transportation, including public transportation, ride shares and taxi fares.
- Clothing, footwear, and personal appearance/hygiene products for adequate presentation to a job interview or work.
- Certification fees, work tools and assistance with education-related testing
- Childcare, dependent care, needs-related payments that are necessary for a career seeker to participate in assigned activities.

Support services may be provided directly by CSCF or in coordination with other entities to ensure resources and services are not duplicated. Support services through CSCF may only be provided to eligible participants when services are not available through other agencies or when the services are necessary for the individual to participate in a program. CSCF's Chief Operating Officer or designee establishes support service thresholds/ limits each program year and reviews support service funding levels to ensure resources are used with the intent of CSCF's Support Service and Incentive Policy (UNI 03- Attachment N)

**(7) Individuals with Disabilities: Describe service strategies the LWDB has in place or will develop that will improve meeting the needs of customers with disabilities as well as other population groups protected under Section 188 of WIOA and 29 CFR Part 38.**

CSCF recognizes the unique barriers individuals with disabilities may face in finding a job or engaging in a meaningful career. CSCF continues to invest and participate in local and state initiatives to connect these individuals to employers who are ready to hire, while making an intentional effort to not duplicate work by other partners, such as Vocational Rehabilitation, but enhance service delivery. CSCF's President & CEO is also engaged in identifying best practices to improve meeting the needs of customers with disabilities through her engagement with The U.S. Conference of Mayors' Workforce Development Council as its Vice-Chair and Chair of the Taskforce for Employment for People with Disabilities. The focus of the task force, which aligns with the U.S. Department of Labor State Exchange on Employment & Disability (SEED) Office, is to identify best practices and policy changes for consideration of the Council. Below are some of the activities CSCF will continue to support and implement services that assist individuals with disabilities in gaining employment.

**Ticket to Work** – CSCF is one of 17 Florida LWDBs designated as an Employment Network provider by the Social Security Administration enabling its participation in the federally funded Ticket to Work program. Through Ticket to Work, recipients of Social Security Disability Insurance and/or Supplemental Security Income receive priority assistance such as job search, career planning and skill building to enhance their efforts to find and retain a job, and work toward becoming self-sufficient. Participating LWDBs receive funding for workforce services provided to “ticketholders” from the Social Security Administration (SSA). CSCF has expanded staff knowledge of the program and improved how data is collected to measure the impact of the services provided. The organization has supported two staff members in becoming social security benefit analyst through the SSA which will assist individuals who are receiving disability benefits understand their work options. Additionally, CSCF is working with Vocational Rehabilitation and the Division of Blind Services to understand the

services they offer as Ticket to Work network partners and how to improve referrals to their services.

**Family Café** – CSCF continues to support the annual Family Café that attracts about 7,000 Floridians with disabilities and their families. It provides a forum for the CareerSource Florida network to offer employment workshops and educate individuals with disabilities and their families about how to access local workforce services and special resources through career centers such as incentives for businesses that hire people with disabilities.

**(8) Linkage with Unemployment Insurance (referred to as Reemployment Assistance in Florida) programs: Describe strategies and services used in the local area to strengthen linkages between the one-stop delivery system and the Reemployment Assistance program (WIOA § 134(d)(1)(A)(vi)(III) and 20 CFR 679.560(b)(3)(iv)). \**

CSCF offers job search assistance, resume writing, referrals to open positions, connection to training options, and access/information on reemployment assistance. Staff works individually with residents receiving reemployment assistance to ensure updated resumes and skills inventories are completed to assist in targeted placement support from a Career Consultant. Team members work with these individuals to best market their skills and experience, connect them to hiring opportunities, and prepare for interviews to quickly re-enter employment. As hiring opportunities are listed, all team members are identifying qualified candidates to match with the employer. CSCF also has identified specific staff to have access to the Connect system to assist RA clients with necessary pin resets when using the career center resource equipment to file claims or claim weekly benefits. CSCF also utilizes tools given by DEO including the Integrated Voice Response (IVR) queue created to prioritize calls from Reemployment Assistance claimants generating from our career centers. Our designated staff are also able to submit an escalated Reemployment Assistance case to be quickly routed to appropriate DEO team members.

**(9) Highest Quality of Services to Veterans and Covered Persons: Describe the LWDB's strategies and policies for providing veterans and covered persons with the highest quality of service at every phase of services offered. Policies must be implemented to ensure eligible veterans and covered persons are aware of their entitlement to priority of service, the full array of programs and services available to them, and applicable eligibility requirements for those programs and/or services.**

CSCF gives Veterans and Covered persons priority over non-covered persons for the receipt of employment and training services including:

- Workforce Innovation and Opportunity (WIOA) Title 1 (Adult, Youth, and Dislocated Worker)
- WIOA Title III (Wagner Peyser)
- Trade Adjustment Act (TAA)
- Migrant and Seasonal Farmworkers (MSFW), and

- National Dislocated Worker Grants (NDWG)

CSCF staff identify veterans and covered persons at the first point of entry, whether in person at a career center or virtually, and notifies them with timely and useful information of priority of service. To encourage veterans and covered persons to self-identify, CSCF prominently displays notices and signs strategically throughout the career center and utilizes a pop-up banner at the front intake area that assists staff to fully explain priority of service. CSCF's policy on Priority of Service for Veterans and Covered Persons (UNI-06) can be reviewed in its entirety in the attachments (Attachment O).

**10) Entities Carrying Out Core Programs: Describe how the LWDB works with entities carrying out core programs to:**

- (a) Expand access to employment, training, education and supportive services for eligible individuals, particularly eligible individuals with barriers to employment.**

CSCF recognizes the need to cultivate community collaborations to address the need for additional supports for eligible individuals. Youth Navigators provide additional outreach and support to WIOA targeted populations – youth with disabilities, justice-involved youth, teen parents, urban youth, and other underserved populations. CSCF continues to work with a diverse network of community providers who have resources available to address transportation, housing, mental health and substance abuse, and legal needs. Many of CSCF's communities have significant resources to assist with these needs, however, in the region's most rural areas, addressing these needs may be challenging and will require CSCF to advocate and encourage collaborative discussion to find solutions to support employment and training efforts.

CSCF is engaged in a number of special projects that involve industry-specific strategies and serving special populations.

**YouthBuild:** CSCF partners with Valencia College, Goodwill Industries, and Habitat for Humanity to provide educational services, leadership, mentoring, counseling, and hands-on work experience to unemployed young adults between ages 16 and 24. A key target group are young adults who do not have a high school diploma and have an interest in construction. The partnership has been able to enrich the community by offering an opportunity to educate and empower students by building a sustainable pathway to a better career. This collaboration has led to three grant renewals by the U.S. Department of Labor, over 75% of those engaged in each program cycle completing the program, and a nationally recognized best practice by YouthBuild USA. The last cohort that graduated the program had a 100% GED attainment rate and all participants earned relevant occupational credentials needed by our region's high growth industries.

A best practiced learned through these efforts is creating cohorts of young adults who are highly

engaged in activities for in well-defined timeline for accomplishing milestones. Before enrollment into any programming, participants have clear expectations about the program, the expected goals, and measures of success for all involved. A cohort approach provides an active, interactive, and dynamic setting for participants to leverage their existing and newly gained knowledge and skills. Through this approach, participants worked together to foster creativity, build leadership skills, and encourage greater progress among one another. The program has a high number of participants who achieved positive outcomes, and a limited number of participants that became inactive.

**Fostering Opioid Recovery through Education and Training (FORTE):** CSCF, in partnership with Project Opioid, began the rollout of this program in PY 21-22. The purpose of this program is to empower grantees to address the health and economic impacts of widespread substance and opioid misuse, addiction, and overdose, and to serve or retrain workers in significantly impacted communities. The goal of this project is to reduce the impact of the opioid crisis in the community and support individuals impacted by the opioid crisis through:

- Creating or enhancing training opportunities within the local community in order to support recovery efforts related to Opioid Use Disorder (OUD)
- Creating or enhancing employment opportunities within the local community in order to support recovery efforts related to OUD
- Furthering awareness, prevention, intervention, and recovery related to OUD

This program provides NARCAN training to those who work with the community to implement access throughout Central Florida. It also provides training opportunities for justice impacted by OUD clients to become Recovery Peer Specialists. Another aspect of this program is to provide training to participants to earn new/upgraded skills in order to assist the opioid crisis.

**Florida HIRES (Helping Inmates Realize Employment Success):** Florida HIRES is a pre-release career readiness pathway to post-release employment for returning citizens. Florida HIRES collaboratively has developed and implemented enhanced employability and technical training program for incarcerated individuals within 180 days of release. CSCF, along with partners from CareerSource Polk, FL Ready to Work, the Kissimmee Community Release Center, and Fleet Force Trucking have provided opportunities for inmates to earn credentials in commercial truck driving and help to facilitate a successful re-entry back into the workforce for these participants.

**(b) Facilitate the development of career pathways and co-enrollment, as appropriate, in core programs; and**

Over the last four years, CSCF has collaborated with its educational partners to increase its

understanding of career pathways and strategically align its resources to support short-term training options focused on middle-career occupations in high-growth industries. CSCF consultants intentionally work with individuals to identify career choices that offer competitive wages and opportunities for advancement.

CSCF regularly reviews its training opportunities and analyzes completion and placement rates to ensure training meets the needs of industry partners, and career seekers are obtaining the skills needed to be competitive. CSCF can convene education and business partners to develop customized training options if a training need is identified. For example, CSCF worked with the Central Florida Roofing Association to address the need to train roofing laborers in safety standards and technical skills. In a month's time, training was designed by an education partner and supported by WIOA training resources.

**(c) Improve access to activities leading to a recognized postsecondary credential (including a portable and stackable credential that is an industry-recognized certificate or certification) (WIOA § 108(b)(3) and 20 CFR 679.560(b)(2)(iii) to include credentials contained on Florida's Master Credentials List.**

CSCF has a priority to increase access to training opportunities that lead to portable and stackable credentials. As part of our service delivery strategy, CSCF is developing partnerships to create community hubs where partners deliver services to shared clients in a location that is easily accessible. These community hubs will allow CSCF to present career and training opportunities to clients who would not normally have access to these opportunities. CSCF has focused awareness and outreach efforts on zip codes that are high concentrations of targeted populations and/or high poverty zip codes to bring awareness of opportunities to engage in industry-recognized certification programs.

**(11) Employer Engagement: Describe strategies and services used in the local area to:**

**(a) Facilitate engagement of employers in workforce development, including small employers and employers in in-demand industry sectors and occupations;**

The Board has a key priority – delivering talent acquisition strategies in high-growth industries – that closely aligns with the expectation under WIOA. CSCF is focused on developing and implementing a business strategy that focuses on talent recruitment, workforce insights, and consultative services for small-medium sized businesses. Based on this work the following strategies are being implemented and further developed:

- Business Consultants support key industries across the five counties served and engage with local businesses on a regular basis to understand the business' hiring and/or training needs.

Business Consultants with industry-specific knowledge and experience are aligned to those industry-focused work teams.

- Consultants use a consultative approach to build relationships and understand the needs of the business, thus providing relevant solutions and not transactional activities.
- Maintain relationships with chambers of commerce, nonprofit business support organizations, and economic development agencies to develop partner business referrals to CSCF.
- Business Consultants attend industry-related trade shows and events where they can engage with specific industry partners to share labor market information, talent development efforts, and understand hiring needs.

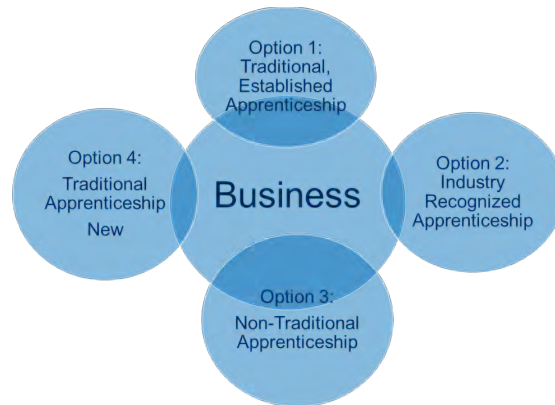
**(b) Support a local workforce development system that meets the needs of businesses in the local area.**

These efforts inform the workforce system and allow the organization to:

- Develop strategies to actively connect qualified candidates with the positions the companies are seeking to fill, including individuals who have recently completed training.
- Establish a more consultative approach with employers to better identify their individual needs and align CSCF services as solutions if appropriate.
- Gather ongoing information from businesses about the types of positions they need, what skill gaps they are seeing in job candidates, and how to address those gaps in CSCF's talent development efforts; and
- Continuously evaluate and improve processes to increase the speed and efficiency of our service delivery and offer a greater value to the businesses we serve.
- Know the full business cycle of their clients; from expansion to downsizing.
- Provide workforce insights to help businesses connect to talent opportunities.
- Serve as a conveyor between residents, education, economic development, and industry to create awareness of emerging careers.

**(12) Enhancing Apprenticeships: Describe how the LWDB enhances the use of apprenticeships to support the local economy. Describe how the LWDB works with industry representatives and local businesses to develop registered apprenticeships, in collaboration with apprenticeship training representatives from the Florida Department of Education and other partners. Describe how job seekers are made aware of apprenticeship opportunities.**

CSCF's approach to enhancing apprenticeships is focusing on creating deep relationships with industry and businesses to support their engagement in designing and implementing this talent development effort. As CSCF has engaged in various ways to support apprenticeship, it has incorporated the following considerations into its work:



- Understanding the business needs that are to be addressed and gain agreement among all parties;
- Taking time to develop relationships and create trust;
- Simplifying workforce system processes for all partners;
- Providing structured support for the development of new apprenticeship efforts, including coordinating with Florida Department of Economic Opportunity and other partners, including educational partners.
- Tracking and collecting data, documenting outcomes, and sharing successes and opportunities for improvement.

Examples of successful collaborative efforts include:

- Partnering with the Central Florida Electrical Joint Apprenticeship & Training Committee (JATC) to enhance an *existing apprenticeship program* that identified the need to add additional support to its Year 3 and 4 apprentices. During PY 21-22, CSCF supported 54 apprentices with supports to help sustain their training and bring about successful completions.
- Partnering with ABC Contractors' Roofing Members and Valencia College to develop a new, industry-driven roofing apprenticeship; a first attempt to develop an Industry Recognized Apprenticeship model defined by the U.S. Department of Labor. The program focused on incumbent general laborers in need of upskilling.
- Establishing a new, non-traditional Disability Benefits Analyst Apprenticeship program in partnership with The Hartford and Seminole State College. This model offers a customized college curriculum with online learning opportunities, while apprentices work. The apprenticeship was registered with the Florida Department of Education in April 2018. This model has continued to see enrollments through the current program year.



- Establishing a new, traditional apprenticeship with IBuild Central Florida to support the development of carpenters. The Carpentry Apprenticeship Program was registered with the Florida Department of Education in June 2019 and enrolled its first cohort in August 2019.
- Partnering with existing apprenticeship Air Conditioning Contractors Association of Central Florida (ACCA) to support 87 First-Third year apprentices during PY 20-21 with support services that has increased successful completions of apprentices.
- Partnering with IBuild Central Florida to deliver pre-apprenticeship training to incarcerated individuals with the goal of, upon release being placed in employment by the Apprenticeship sponsor at one of the participating employers.

Local apprenticeship programs are promoted to job seekers as a career pathway through the CSCF website page for training opportunities, flyers in the career centers, and career planning with our knowledgeable career consultants. CSCF also matches eligible and interested job seekers to participating employer's open job orders.

CSCF will continue to assess opportunities to engage industries in apprenticeship development efforts, specifically through a supported Apprenticeship Navigator.

## E. DESCRIPTION OF THE LOCAL ONE-STOP DELIVERY SYSTEM

**(1) General System Description: Describe the one-stop delivery system in your local area, including the roles and resource contributions of one-stop partners (WIOA §108(b)(6)).**

**A. Describe how required WIOA partners contribute to your planning and implementation efforts. If any required partner is not involved, explain the reason.**

**B. Identify any additional partners included in the local one-stop delivery system.**

All required (core and mandatory) partners are either engaged in our career centers, serve on CSCF's Board of Directors or Board committees, participate in strategic focus groups, or are accessible via their website. CSCF's One Stop Operator is regularly working with required partners to facilitate discussions about how best to coordinate services and plan strategies. Regular reporting to CSCF's Chief Operating Officer by the One Stop Operator provides insights and lessons learned in working with partners. Agreements that include infrastructure costs have been developed with required partners and have been approved by the Board of Directors and Local Elected Officials Consortium. CSCF does not currently have any non-required partners included in the one-stop delivery system, however moving forward there may be an opportunity to share facilities and resources with other

organizations who share in CSCF's mission.

**(2) Customer Access: Describe actions taken by the LWDB to promote maximum integration of service delivery through the one-stop delivery system for both business customers and individual customers.**

**A. Describe how entities within the one-stop delivery system, including one-stop operators and one-stop partners comply with the Americans with Disabilities Act regarding physical and programmatic accessibility of facilities, programs and services, technology, and materials for individuals with disabilities, including providing staff training and support for addressing needs of individuals with disabilities. Describe how the LWDB incorporates feedback received during consultations with local Independent Living Centers on compliance with Section 188 of WIOA (WIOA §108(b)(6)(C)).**

All career service centers meet the standards set by the Americans with Disabilities Act. All facilities are accessible, and technology is available to assist those individuals who have a physical, visual, or hearing impairment. CSCF ensures all locations meet Title III of the ADA that requires public accommodations to provide good and services with disability on an equal basis with the rest of the public. CSCF utilizes the ADA Checklist for Readily Achievable Barrier Removal created by Adaptive Environments Center, Inc. and Barrier Free Environments, Inc. The checklist is also used to ensure all eligible training providers meet the standards necessary to allow participants to access training. Staff training is provided on all resources available to individuals with disabilities, including those resources provided through the Ticket to Work program, Vocational Rehabilitation, Division of Blind Services, community organization such as Lighthouse for the Blind and the Center of Independent Living. All career center staff have access to sign language services as needed.

**B. Describe how entities within the one-stop delivery system use principles of universal design in their operation.**

Each of the region's career service center facilities are equipped to serve individuals with disabilities. As centers are upgraded, CSCF will maintain efforts consistent with the principles of universal design, specifically:

- Signs for parking spaces at the one-stop career centers are mounted at appropriate heights and contained requisite language.
- Accessible restrooms contain extended grab bars, pipe covers, placards for identification, and full-length mirrors.

- All doorways are clear of obstruction and meet the width requirements.
- All signs are at the appropriate height and have raised characters.
- All workstations are accessible and accommodate wheelchairs if necessary.

**C. Describe how the LWDB facilitates access to services provided through the local delivery system, including remote areas, using technology and other means (WIOA §108(b)(6)(B)).**

Accessible workstations are identified with signage and individuals may access software appropriate to assist customers with disabilities. All computers in resource areas use Zoom Text 10 by AI Squared to assist visual impaired persons appropriately utilize computer-based programs and services such as Employ Florida and Allison Learning suite. CSCF continues to gain insights from partners at the Division of Blind Services to further explore other software that may assist career seekers in adapting to the workplace.

**(3) Integration of Services: Describe how one-stop career centers implemented and transitioned to an integrated, technology-enabled intake and case management information system for programs carried out under WIOA and programs carried out by one-stop career center partners (WIOA §108(b)(21)).**

CSCF utilizes Employ Florida (EF), the One Stop Tracking System (OSST), EF data warehouse, Power BI, Salesforce CRM, and the Career Edge platform to collect and manage customer information, activities, and outcomes. CSCF researches all features available through these systems to support operational strategies. For example, CSCF implemented Geographic Solution’s document management functionality in EF to support case management and file retention and is currently researching the remote signature module to enhance virtual services.

CSCF utilizes a web-based appointment scheduling system, QLESS, to ensure access and ease of scheduling for customers. This procured system allows customers to schedule, reschedule, and cancel appointments with CSCF and sends reminder texts and emails to customers of their upcoming appointments. CSCF continues to seek technology solutions for its organization’s efforts to increase efficiency, improve process cycle time, and add value to the customer experience.

CSCF has implemented a fully virtual contact center to support call volume, assist callers with information about services and how to access training options, SNAP and TANF case status and appointments, and improve connection to organization team members. An expansion into offering basic labor exchange services to job seekers is currently in the works for this unit of business.

Consistent training on the state's managed systems, data collection protocols, and standardization of processes is continuing to be implemented to increase staff's effectiveness in using these tools and creating better data with less variation.

**(4) Sub-grants and Contracts: Describe the competitive process used to award sub-grants and contracts in the local area for WIOA-funded activities (WIOA §108(b)(16)).**

It is CSCF's policy to competitively procure all goods and services (*See Attachment P - Procurement Policy*). The extent of competition will be consistent with the threshold dollar amounts, but in general, procurements will be conducted in an open manner, available to the public for response and all procurement decisions will be documented. In general, except for small purchases, all procurements will be publicly advertised and a minimum of three responses will be required in order to make a purchase. If fewer than three responses are received, and there is enough time before the good or service is needed, CSCF will attempt to obtain additional responses. After a public solicitation, if only one bid is received, it will be evaluated under the rules governing sole source purchases and a cost analysis.

ETHICAL CONSIDERATIONS IN PROCUREMENT: CareerSource Central Florida has adopted a code of conduct related to the conduct of procurements, which is contained in CareerSource Central Florida's Contracting Policies and Procedures. CareerSource Central Florida Board of Directors and staff must comply with state and federal rules and regulations governing the conflict of interest and appearance of conflict of interest in the procurement process.

- b) Regardless of the type of procurement, if CareerSource Central Florida desires to enter into a contract with an organization or individual represented on the Board of Directors, the contract must be approved by a two-thirds vote of the Board members present, a quorum having been established, and the Board member who could benefit financially from the transaction must declare a conflict and abstain from voting on the contract. Board members must disclose any such conflicts in accordance with the requirements of the Florida law and complete appropriate conflict-of-interest forms.
- c) Board members and the CEO/President will complete financial disclosure forms required by the state of public officers on an annual basis
- d) The following are prohibited in connection with any solicitation:
  - i. Acceptance or payment of gratuities, kickbacks;

- ii. Providing confidential procurement information not made available to the general public;
- iii. Improper communications between CareerSource Central Florida and any proposer (or its agents or representatives);
- iv. Collusion or noncompetitive pricing practices between proposers.

**(5) Service Provider Continuous Improvement: Describe the local board's efforts to ensure the continuous improvement of eligible providers of services, including contracted services providers and providers on the eligible training provider list, so they meet the needs of local employers, workers and job seekers (WIOA §108(b)(6)(A)).**

CSCF has a contracted, external vendor that reviews all CSCF and service provider-operated programs for compliance and quality. Vendor contracts and CSCF-operated programs are reviewed quarterly— at a minimum. A sample is identified that includes cases and activities at various stages of the customer life cycle or project's implementation.

CSCF's Operations Leadership regularly meet with their respective providers to review program goals and operational milestones. Reinforcement of policies and procedures and performance or recommendations for improvement are reviewed and discussed during these meetings. Desk reviews are also conducted by the staff members assigned to manage provider services to ensure funds are expended according to the negotiated budget and are following noted regulations.

Performance is reviewed quarterly with the eligible training providers and CSCF's Program Manager and Service Delivery Leadership. On an annual basis, the Board's Career Services Committee reviews training provider performance (completion rates, placement rates, and average wages for those who complete programs) and ensures alignment to the region's targeted industries. As indicated previously in the plan, the Board has established a policy on how it will determine the eligibility of training providers consistent with the state's policy to establish a statewide list approved by the Governor.

## F. COORDINATION OF SERVICES

- (1) Coordination of Programs/Partners: Describe how individualized career services are coordinated across programs/partners in the one-stop centers, including Vocational Rehabilitation, Temporary Assistance for Needy Families (TANF) and Adult Education and Literacy activities. Specify how the local area coordinates with these programs to prevent duplication of activities and improve services to customers.**

CareerSource Central Florida has been working collaboratively with the core programs – Adult, Dislocated Worker, Youth, Adult Basic Education, Vocational Rehabilitation, and Wagner Peyser – to effectively serve job seekers and employers, and leverage resources to engage customers, and increase access to training and employment opportunities in the region.

Collaboration among the core programs includes:

- Understanding each core partners' programs, strategic priorities, processes, and goals;
- Articulating career pathways aligned to high growth industries, and disseminating outreach and awareness campaign materials to educate career seekers about career options;
- Developing strategies and a process for a common intake and assessment to streamline access to services;
- Delivering services to quickly engage individuals in job search activities that lead to employment; and
- Combining career guidance, education/training, and support services through, community resources;

*See Attachment G for specific details by partner.*

CSCF has developed Memorandums of Understanding with Adult Education and Literacy administrative entities to create streamlined referral and assessment processes, strategies to leverage resources and avoid duplication, and opportunities for co-enrollment of participants during and after education services. A senior leader of our region's Vocational Rehabilitation Office actively participates on CSCF's Board of Directors and is assisting in fostering collaborative efforts to strategically align programming and services.

CSCF delivers TANF services and is partnering with community organizations to coordinate services. CSCF continues to explore a variety of opportunities to align training and employment opportunities for program participants to gain the necessary skills to be competitive in the workplace. CSCF is developing opportunities to engage participants in meaningful, intentional skill building to increase their competitiveness and rapidly connect participants to employment, while meeting participation rates. Additionally, CSCF continues to leverage TANF resources to invest in the region's youth by providing work readiness, industry-related exploration, post-secondary education awareness, and work

experience opportunities. CSCF is actively engaging with local leaders and private and public donors to support these efforts to expand opportunities to youth who may have limited access to work opportunities or lack exposure to the region's high-growth careers and the educational partners that offer the valuable credentials and degrees needed.

**(2) Coordination with Economic Development Activities: Describe how the local board coordinates workforce investment activities carried out in the local areas with economic development activities carried out in the local area (or planning region) in which the local area is located and promotes entrepreneurial training and microenterprise services (WIOA §108(b)(5)).**

CSCF's Senior Leaders and Business Consultants work closely with the Orlando Economic Partnership (OEP), local chambers of commerce partners, and county economic development officials to support business connections to qualified talent, access to businesses resources, labor market information, and other key business networks. CSCF's leadership team is engaged in several of OEP's committees and work teams, participates on the Regional Economic Development Team that reviews existing and emerging projects, and supports information sessions to potential businesses considering our region for expansion or relocation.

CSCF has dedicated Economic Development Liaison positions to partner directly with the Orlando Economic Partnership staff and the Sumter County Commission Office. The Liaison positions support CSCF Senior Leadership's work with economic development partners to better align workforce investment activities and strategically support the needs of new and expanding businesses.

CSCF is engaged with the National Entrepreneurship Center to connect entrepreneurs to resources to access capital, business growth resources, and incubator programs and services. Small businesses receiving services through these partners are connected to CSCF staff for assistance. CSCF actively partners with the Greater Orlando Hispanic Chamber and the African American Chamber which are housed at the National Entrepreneurship Center, to ensure their members can access workforce business services.

In continued efforts to understand the needs of businesses, CSCF is developing a process to conduct insight sessions with industry and economic development leaders to continue its learning and collaboration with businesses. Through regular feedback sessions, forums, and business events, CSCF can gain industry knowledge and help other core partners to support the needs of businesses by providing valuable talent.

**(3) Coordination with Rapid Response:**

**Describe how the LWDB coordinates workforce investment activities carried out in the local area with statewide rapid response and layoff aversion activities (WIOA §108(b)(8) and 20 CFR 679.560(b)(7). The description must include how the LWDB implements the requirements in [CareerSource Florida Strategic Policy 2021.06.09.A.2. – Rapid Response and Layoff Aversion System](#) and [CareerSource Florida Administrative Policy 114 – Rapid Response Program Administration](#)**

CSCF has designated a Rapid Response Coordinator as the primary point of contact for Rapid Response. The Rapid Response Coordinator is responsible for:

- Communicating with DEO and the State Rapid Response Coordinator.
- Serving as lead contact for affected employers and dislocated workers.
- Leading CSCF’s Rapid Response team; and
- Ensuring Rapid Response activities are reported accurately and timely in Employ Florida.

CSCF’s Rapid Response team is comprised of individuals that provide information, resources, and services to assist affected employers and workers. The team includes:

- Business Service Consultant(s)
- Local TAA Coordinator
- WP Career Consultant(s)
- WIOA Career Consultant(s)
- Local Veteran Employment Representatives (LVER)

As part of CSCF’s Rapid Response service delivery system, the following services are made available, as needed, to affected employers and workers:

- Layoff aversion strategies
- Investigation of possible trade impact
- Provision of information about and access to Reemployment Assistance (RA) and Short Time Compensation (STC), comprehensive career center services, employment and training activities, including information regarding TAA, Pell Grants, the GI Bill and other resources.
- Delivery of workshops and classes to support reemployment efforts of affected workers

**(4) Industry Partnerships: Describe how the LWDB identifies and collaborates with existing key industry partners in the local area. Describe how the LWDB coordinates and invests in partnership infrastructure where key industry partnerships are not yet developed (WIOA §134(c)(1)(A)(iv)). The local area must describe how the following elements are incorporated into its local strategy and operational sector strategy policy:**

- A. Describe how selected industries or sectors are selected based on, and driven by, high-quality data (cite data source used);**



CSCF continually reviews industry and sector data set by using a variety of resources that include, but not limited to:

- Department of Economic Opportunity Bureau of Workforce Statistics and Economic Research;
- UCF Institute for Economic Competitiveness;
- Lightcast and Chmura Economics data analytics tool;
- U.S. and Florida Chambers of Commerce Foundation;
- Federal Reserve – workforce development;
- Orlando Economic Partnership; and
- Specific industry focused data.

**B. Describe how sector strategies are founded on a shared/regional vision;**

Sector strategies are part of CSCF’s strategic vision of providing talent solutions that ignite potential and continue to evolve as part of an individual’s career journey. CSCF’s approach to sector strategy is not limited to one industry, but rather how we analyze and develop relevant options for the region’s residents and businesses.

As part of CSCF’s WIOA implementation, the organization studies how to develop sector strategies and how best to move its work from responding to sector needs, to sitting with industry and identifying specific needs and what talent solution would meet that need. CSCF engaged with the Construction industry to understand its training needs and gain an understanding of its apprenticeship models. The industry’s apprenticeship programs were challenged with supporting apprentices to completion. Together with the industry, CSCF developed a tiered system based on apprenticeship programs to support participants when most vulnerable to becoming unsuccessful. These efforts have resulted in CSCF tripling the number of apprentices it supports in two years. Wages for apprentices at completion are above \$20 per hour. CSCF will continue to enhance its engagement as participants are in classes and completing on-the-job training activities. This effort supports the region’s vision to move residents to more middle-skilled jobs and earn better wages. By working with industry, CSCF can craft solutions that are relevant, timely, and engage other strategic partners to address identified opportunities.

**C. Describe how the local area ensures that the sector strategies are driven by industry;**

CSCF is building on its initial work with the Associated Builders and Contractors, Inc. Central Florida Chapter, I-Build of Central Florida, and The Hartford Insurance Company, to continue to identify

apprenticeships and industry-led training opportunities. CSCF continues to collaborate with its post-secondary partners to support developing emerging and relevant talent development activities and increase awareness among the region's career seekers about these opportunities. Additionally, CSCF will continue to review its training provider programs to validate industry alignment and outcomes of those supported by CSCF. As an ongoing effort, CSCF continues to find ways to validate industry data with employers and industry groups to gain relevant insights and adjust its work accordingly.

**D. Describe how the local area ensures that sector strategies lead to strategic alignment of service delivery systems;**

**E. Describe how the local area transforms services delivered to job seekers/workers and employers through sector strategies: and**

**(D, E)** CSCF has focused its strategic work with the six identified industries and has been able to track and analyze its results to inform future opportunities. With a focus on sector strategies, CSCF increased talent development activities for construction, manufacturing, and trade & logistics; while maintaining its efforts to support healthcare and business and finance related occupations. CSCF has seen success in its pilot to recruit and build a trainee cohort for efforts that have clear milestones and align to open employment opportunities. The organization will be looking at this model based on its success to identify ways to replicate throughout the region. Despite focusing on culinary occupations, CSCF has not successfully provided strong talent development activities to the hospitality industry but has rather provided talent recruitment support to meet the industry's hiring objectives. Additionally, CSCF has identified an opportunity to create better methods to gain insights from its rural businesses in Lake and Sumter counties. With this new learning, CSCF leadership can further understand their needs and develop industry-led solutions for recruiting and upskilling the workforce.

**F. Describe how the local area measures, improves, and sustains sector strategies.**

CSCF has developed a dashboard that includes investment into targeted industries, talent development outcomes, and individuals entering employment in those sectors. To continue to improve and sustain sector strategies, CSCF expects to:

- Conduct quarterly learning conversations with industry groups;
- Identify industry subject matter experts within the organization that engage industry leaders to identify needs and articulate strategies for talent development;
- Develop industry-led information sessions for career seekers to understand opportunities to enter and grow in an industry; and

- Validate data projections with industry leaders.

**(5) Coordination of Education and Workforce Investment Activities: Describe how the local board coordinates education and workforce investment activities carried out in the local area with relevant secondary and postsecondary education programs and activities to coordinate strategies, enhance services, and avoid duplication of services (WIOA §108(b)(10)).**

On an annual basis, CSCF analyzes its data for individuals engaged in secondary and post-secondary education programs to identify strategies, and opportunities for enhancement and to ensure services are not duplicated. Annual analysis reviews the impact CSCF has had in training individuals in its targeted industries, earning credentials, aligning training and talent to the needs of business, and increasing the number of completers who enter jobs identified by CSCF. CSCF further analyzed demand and supply data – from the industry and occupation perspective - to understand talent needs and further validate with industry. The information gathered and reviewed assists the organization in establishing and validating its eligible training provider list (ETPL). This has assisted the organization in creating a manageable list focused on high-growth occupations and skills. Moving forward, CSCF will continue to work with its education partners to identify and support relevant programming.

CSCF has worked with Lake Sumter State College, Lake Technical College, Osceola Technical College, Orange County Technical College, and Valencia College leadership to house CSCF Career Consultants on their respective campuses to deliver services and coordinate resources. By embedding team members into the education setting, CSCF staff can more effectively document necessary information to document program performance which includes engaging students in the support they require, managing enrollments, counseling participants to completion, and connecting graduates to open positions or on-the-job training opportunities. Agreements have been executed with each education partner to collaboratively work on these efforts. The success of these efforts has led to CSCF relocating two of its career centers to local college campuses – Lake Sumter State College and Valencia College in Osceola County.

CSCF supports the region's secondary school districts in their efforts to identify relevant credentials connected to in-demand skills and occupations as part of the system's efforts under the Career and Professional Education Act (CAPE) to improve Florida's talent pipeline. CSCF's market analysis is used to support critical industries and create relevant curriculum opportunities for middle and high school students to earn industry certifications. CSCF also supports a variety of secondary school efforts in the region by providing labor market presentations to staff, providing industry-related data

for new projects, and participating in advisory councils.

**(6) Coordination of Transportation and Other Supportive Services: Describe how the LWDB coordinates WIOA Title I workforce investment activities with the provision of transportation assistance, including public transportation, and other appropriate supportive services in the local area (WIOA §108(b)(11) and 20 CFR 679.560(b)(10)).**

CSCF understands the need to address barriers to increase an individual's chances of accessing and engaging in work activities. Due to inconsistent transportation schedules and limited access in many areas in the region, transportation issues are still a consistent barrier for individuals. CSCF is working with other organizations, such as the Orlando Economic Partnership, and Orange County leaders to continue to advocate for transportation options that support employment. CareerSource Central Florida currently allocates resources to provide program participants with gas cards and bus passes to travel to work and training opportunities. These supports are limited and may require additional collaboration with other community partners such as county and municipal transportation supports (seniors, veterans, individuals with disabilities, low-income, rural areas). Referrals to other community providers for support services is a consistent strategy utilized by CSCF as it does not have the necessary resources to remove all transportation barriers of our region. Each county's career center has developed a support service referral directory as a resource for staff and customers. Additionally, CSCF strategically partners with the Heart of Florida United Way to access support services for individuals who need extra support, including rental assistance.

**(7) Coordination of Wagner-Peyser Services: Describe plans and strategies for, and assurances concerning maximizing coordination of services provided by the state employment service under the Wagner-Peyser Act (29 U.S.C 49 et seq.) and services provided in the local area through the one-stop delivery system to improve service delivery and avoid duplication of services (WIOA §108(b)(12)).**

The Wagner-Peyser program provides labor exchange services to career seekers who are interested in employment services and employers seeking assistance in finding qualified talent. Career seeker services include understanding the job market; job readiness and placement assistance, including job referrals; career advising; interest assessments and skills verification; workshops; and resume and interview preparation. Employer services include assistance in identifying qualified talent via a job posting, candidate referrals, pre-screening of candidates, and talent connection / hiring events. CSCF's designated DEO staff alongside CSCF staff support these functions through the five universally accessible careers centers.

CSCF's career seeker customer journey begins with engagement activities to understand the customer's needs, skills, goals, and motivation to be engaged in services. From the initial consultation to crafting a customized plan, the goal is to move the customer to the most appropriate activity or program – core or partner – that will best address their needs with a high level of customer service. Individuals who receive reemployment assistance meet with staff to develop a re-employment plan and connect to available opportunities. Staff also coordinate the initial steps for evaluating the need for training to gain new skills or put into practice newly acquired skills. CSCF believes this approach is working as evidenced by the percentage of customers who are engaged by staff and receive one or more services. Despite a reduction in the number of customers engaging with the system, the number of individuals who are receiving services from staff has increased.

CSCF and merit staff work collaboratively to work with the region's businesses to post open positions that meet state and federal hiring rules. A dedicated team of workforce professionals in CSCF's call center assists employers in creating job postings, identifying available talent through quality referrals, and connecting to a qualified Business Team member to discuss and craft a strategic talent acquisition solution if necessary. The call center team not only reviews job postings for compliance criteria but collaborates with internal recruitment teams to identify referrals of individuals who completed training in high-growth industry occupations to match them to open job orders.

**(8) Coordination of Adult Education and Literacy: Describe how the local board coordinates workforce investment activities carried out under this title in the local area with the provision of adult education and literacy activities under Title II in the local area, including a description of how the local board carries out, consistent with subparagraphs (A) and (B)(i) of section 107(d)(11) and section 232, the review of local applications submitted under Title II WIOA §108(b)(10).**

Over the last four years, CSCF has been working with the region's Adult Education and Family Literacy partners (Lake Technical College, Orange County Public Schools, Seminole State College Foundation, the Adult Learning Center of Osceola, and Sumter Adult Education) who are well-positioned to fill the gaps in academic knowledge needed by individuals who want to transition to careers and secure better paying jobs. Collaborative efforts have been focused on increasing referrals to services, providing financial support to youth and TANF customers, and working with GED graduates to support their efforts to enter employment and/or enroll in post-secondary education or training. CSCF has partnered with the Osceola School District and Sumter Adult Education to bring registration and instructional services to the career center to offer daytime GED and English as a Second Language classes. Work is continually happening to collaborate on efforts to increase access

to adult literacy activities, connect graduates to career pathways, and support increased high school diploma education attainment rates.

**(9) Reduction of Welfare Dependency: Describe how the local board coordinates workforce investment activities to reduce welfare dependency, particularly how services are delivered to TANF and Supplemental Nutrition Assistance Program (SNAP) recipients, to help individuals become self-sufficient.**

CareerSource Central Florida understands the need to address barriers to employment to increase an individual's chances of accessing and engaging in work activities that improve the self-sufficiency of all residents in the region. Of the more than 50,000 individuals (ages 16-62) served in 2020, about 3,200 were justice involved, and more than 1,900 were Temporary Assistance to Needy Families (TANF) and Supplemental Nutrition Assistance Program (SNAP) participants. CSCF has served upwards of 3,500 individuals in TANF during prior years, when program participation was not waived. About one quarter of those who participated in TANF were placed in employment. CSCF served about 2,500 SNAP participants in prior years, when there was no waiver, with approximately 10% entering employment.

With a focus on this target population, CSCF wrote a model for the state's "Get There Faster -At Risk Floridians" Grant opportunity. CSCF and DCF began partnering in 2020 on a Coordinated Care approach that utilizes Care Navigators to guide Floridians on an individualized path to prosperity by focusing on community collaboration among the private sector, faith-based community, nonprofits, and government entities. This approach breaks down traditional community silos to maximize resources and uncover opportunities. Since its inception in the Central Florida region, more than 1,200 individuals have been referred to CSCF, with 1,153 individuals attending consultation appointments to find out about employment services. More than 115 individuals received assistance to register in Employ Florida and other career services, and of those 42 have entered CSCF-sponsored training activities.

Using this grant opportunity, CSCF will build upon this Coordinated Care Program model by including a career exploration element to continue to serve at-risk families at a critical time in the workforce development, and service-delivery system. With DCF now implementing the Hope Florida – A Pathway to Prosperity initiative at the same time pandemic-related enhanced supports are ending, CSCF believes more families will need to access employment-related services to return or engage in work. To address this need, CSCF will offer a 4-week Career Exploration Academy for up to 80 participants that include career exploration in manufacturing, construction, automotive, logistics, public safety, and hospitality and tourism careers—all incorporating virtual reality (VR) equipment and featuring guest speakers from each of the noted industries, basic digital literacy skills, and employability skills, using Career Edge online modules.

Throughout this expanded, Coordinated Care Program curriculum, a CSCF consultant team will provide referral, assessment, plan development, activity enrollment, placement services, wrap-around services, and follow-up activities. Upon completion of the Career Exploration Academy, each participant will have a plan based on their interests and skills to guide them in pursuit of their chosen path—either continued employment, work experience, or training. If successful, the Career Exploration element could eventually be offered to CSCF's TANF caseload.

CSCF has focused on creating more meaningful activities for TANF and SNAP customers to increase participants' opportunities to move into employment. Program activities include workplace skills training, GED remediation and testing supports, enhanced community service and work experience activities, and occupational skills training. Program activities continue to focus on increasing participants' ability to compete and obtain employment opportunities within the region. CSCF also partners with education and community partners, including the region's early learning coalitions, to address barriers to employment and reduce dependency on the public system. CSCF has expanded the strategy to connect this targeted population to training and careers by increasing resources to provide skills training and stipends for Welfare Transition customers.

## G. PERFORMANCE AND EFFECTIVENESS

**(1) The local levels of performance negotiated with the Governor and CLEO(s) with WIOA section 116(c), to be used to measure the performance of the local area and to be used by the LWDB for measuring the performance of the local fiscal agent (where appropriate), eligible providers under WIOA Title I Subtitle B, and the one-stop delivery system in the local area. (WIOA §108(b)(17) and 20 CFR 679.560(16)(b))**

CSCF serves as the administrative and fiscal agent for the local workforce development area. Fiscal audits are conducted semi-annually by the Department of Economic Opportunity; a monitoring firm conducts quarterly reviews, and the Board's Finance Committee regularly reviews budgets and expenditures in detail to ensure fiscal compliance and effective stewardship of federal resources. Annual Audits are conducted by an outside CPA firm, which is procured every five years, in accordance with Federal Regulations in 2CFR 200. Audit reports assist with measuring the performance and effectiveness of the financial processes and policies. All audits performed include testing policies, processes, samples of invoices and payments, and compliance testing of contracted services.

In reviewing the One-Stop delivery system, Operational Leadership utilizes Power BI reporting tools that visualize data from Employ Florida, the Florida Workforce Integrated Performance

Reporting System, and One-Stop System Tracking to monitor:

- program activities in various programs;
- case progression;
- training enrollments and completions;
- business engagement and services;
- status of job orders; and
- placement wages and entered employment.

CSCF provides direct workforce services to adults, dislocated workers, youth, and universal customers (Wagner Peyser). CareerSource Central Florida consistently meets and exceeds its annual performance targets. As a direct provider, CSCF is positioned to quickly adjust its strategy to engage customers to meet its training and employment outcomes. CSCF understands that as the second largest workforce areas it has a significant impact on statewide performance and takes this responsibility seriously. CSCF continues to analyze its employment placement strategies to ensure participants are gainfully employed six months and a year after completing WIOA services, gainfully employed, obtaining or upgrading their skills and earning competitive wages.



LVDB 12									
Measures	PY2021-2022 1st Quarter Performance	PY2021-2022 % of Performance Goal Met For	PY2021-2022 2nd Quarter Performance	PY2021-2022 % of Performance Goal Met For	PY2021-2022 3rd Quarter Performance	PY2021-2022 % of Performance Goal Met For	PY2021-2022 4th Quarter Performance	PY2021-2022 % of Performance Goal Met For	PY2021-2022 Performance Goals
<b>Adults:</b>									
Employed 2nd Qtr After Exit	84.60	97.24	81.90	94.14	83.80	96.32	76.10	87.47	87.00
Median Wage 2nd Quarter After Exit	\$7,348	104.97	\$7,800	111.43	\$8,932	127.60	\$8,921	127.44	\$7,000
Employed 4th Qtr After Exit	82.00	96.47	82.20	96.71	82.20	96.71	80.40	94.59	85.00
Credential Attainment Rate	77.70	111.00	76.90	109.86	73.50	105.00	71.00	101.43	70.00
Measurable Skill Gains	73.10	121.83	73.80	123.00	70.80	118.00	73.50	122.50	60.00
<b>Dislocated Workers:</b>									
Employed 2nd Qtr After Exit	86.90	102.24	88.50	104.12	91.10	107.18	81.70	96.12	85.00
Median Wage 2nd Quarter After Exit	\$7,696	108.39	\$8,248	116.17	\$8,423	118.63	\$8,997	126.72	\$7,100
Employed 4th Qtr After Exit	76.60	94.57	78.80	97.28	82.20	101.48	84.60	104.44	81.00
Credential Attainment Rate	89.00	127.14	88.30	126.14	92.50	132.14	90.90	129.86	70.00
Measurable Skill Gains	79.30	109.83	76.00	105.26	74.60	103.32	72.60	100.55	72.20
<b>Youth:</b>									
Employed 2nd Qtr After Exit	78.10	97.63	78.50	98.13	80.60	100.75	69.10	86.38	80.00
Median Wage 2nd Quarter After Exit	\$4,131	108.71	\$4,688	123.37	\$5,065	133.29	\$5,169	136.03	\$3,800
Employed 4th Qtr After Exit	71.30	96.35	75.30	101.76	76.30	103.11	78.50	106.08	74.00
Credential Attainment Rate	97.00	114.12	93.60	110.12	93.70	110.24	92.60	108.94	85.00
Measurable Skill Gains	68.20	131.15	67.30	129.42	61.40	118.08	63.40	121.92	52.00
<b>Wagner Papper:</b>									
Employed 2nd Qtr After Exit	59.50	87.50	59.50	87.50	63.30	93.09	67.70	99.56	68.00
Median Wage 2nd Quarter After Exit	\$5,655	110.88	\$6,021	118.06	\$6,345	124.41	\$6,950	136.27	\$5,100
Employed 4th Qtr After Exit	61.00	93.85	60.50	93.08	61.60	94.77	64.10	98.62	65.00
<b>Not Met (less than 90% of negotiated)</b>									
<b>Met (90-100% of negotiated)</b>									
<b>Exceeded (greater than 100% of negotiated)</b>									

**(2) Describe the actions the local board will take toward becoming or remaining a high-performing board, consistent with the factors developed by the state board pursuant to section 101(d)(6) of WIOA.**

The CSCF Board of Directors and Executive Leadership has dedicated itself to building an organization that will make Central Florida the best destination for talent. The Board has implemented an efficient Board structure with focused committees that have established charters for their area of work. There are specific metrics that each committee has established and monitors as part of its oversight responsibilities. The Board reviews program and fiscal audit reports (independent and DEO reviews) through its committee structure and reports notable findings, observations, and/or best practices to the full Board. The President & CEO provides updates to the Board on established goals, objectives, and performance metrics. Through the Board's strategic planning efforts and insights shared during meetings, the business-led group ensures alignment with talent solutions and talent acquisition needs.

The Board provides oversight and leadership on "policies affecting the coordinated provision of services through (its) one-stop delivery system, including policies concerning objective criteria for the Board to assess one-stop centers, guidance for the location of one-stop center infrastructure funds, and policies relating to the roles and contributions of one-stop partners within the one-stop delivery system" (§ 101(d)(6) of WIOA). CSCF has developed this plan with the understanding that portions

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**REGION 12 CENTRAL FLORIDA AREA WORKFORCE DEVELOPMENT  
CONSORTIUM INTERLOCAL AGREEMENT**

This Agreement is made and entered into among **Lake County**, a political subdivision of the State of Florida, **Orange County**, a charter county and political subdivision of the State of Florida, **Osceola County**, a political subdivision of the State of Florida, **Seminole County**, a political subdivision of the State of Florida, **Sumter County**, a political subdivision of the State of Florida, and the **Region 12 Central Florida Regional Workforce Development Board, Inc., d/b/a CareerSource Central Florida**, a not-for-profit corporation established in the State of Florida, hereinafter referred to as “CSCF” for the purposes of establishing the **Central Florida Area Workforce Development Consortium**, hereinafter referred to as the “CONSORTIUM”, and establishing the roles and responsibilities of the CONSORTIUM and CSCF.

**WHEREAS**, the Congress of the United States of America has enacted and the President has executed the Workforce Innovation And Opportunity Act (Public Law 113-128) (the “ACT”) which authorizes the establishment of local areas to coordinate and align key employment, education, training, adult literacy, and vocational rehabilitation programs in the United States.

**WHEREAS**, the Act authorizes units of government to enter into agreements for the purpose of receiving funds under this ACT.

**WHEREAS**, the Governor has designated the five-county area described herein to be a local workforce development area under the ACT and the Florida Workforce Innovation Act of 2000.

**WHEREAS**, the ACT specifies that if any local area so designated includes more than one unit of general local government, the chief elected officials of such units may execute an agreement to describe their responsibilities for carrying out the roles and responsibilities under the ACT.

**NOW THEREFORE**, the participating counties do hereby agree to and accept the designation of the area comprised of the five counties as a local workforce development area under the ACT and do hereby establish the CONSORTIUM in accordance with the provisions set forth herein.

**I. CONSORTIUM MEMBERS.**

- A. The CONSORTIUM shall be comprised of either the Mayor/Chair or a currently serving County Commissioner designated by the Mayor/Chair from each of the five counties.
- B. The CONSORTIUM shall elect from among its five (5) members, one member to act as Chair of the CONSORTIUM and one member to act as the Vice Chair.
- C. The Chair of the CONSORTIUM shall act as the chief elected official for the local workforce development area.
- D. The Chair of the CONSORTIUM shall review, acknowledge, and execute contracts and other records for the CONSORTIUM in accordance with

- state and federal law and the Florida Department of Economic Opportunity.
- E. The CONSORTIUM designates the CSCF Board of Directors as the local workforce development board (the "CSCF Board").
  - F. The CONSORTIUM shall appoint the membership of the CSCF Board in accordance with the ACT, Florida's Workforce Innovation Act of 2000, Section 445.007, Florida Statutes, other applicable regulations, and the corporate bylaws of CSCF. Unless otherwise precluded by law, the CONSORTIUM may remove any member of CSCF Board at any time by majority vote of the CONSORTIUM. Such removal by the CONSORTIUM may be with or without cause.
  - G. The CONSORTIUM, having been designated the local grant recipient pursuant to section 106(b)(1) of the ACT, hereby designates CSCF as the administrative entity and fiscal agent for all programs promulgated under the ACT and Florida's Workforce Innovation Act of 2000.
  - H. The CONSORTIUM shall meet from time-to-time as it may deem necessary, but no less than semi-annually, to conduct such business as may be necessary. One of the two (2) required meetings shall include the CSCF Board. All meetings of the Consortium shall be open to the public and notice shall be provided in accordance with the State Sunshine Law requirements, as set forth in Section 286.011, Florida Statutes.
  - I. The CONSORTIUM shall approve the budget of the CSCF Board each year during one of the required meetings and shall approve or make revisions to the bylaws of the CSCF Board from time-to-time when amended.

## **II. LOCAL WORKFORCE DEVELOPMENT BOARD**

- A. CSCF shall ensure that the composition of the local workforce development board shall at all times comply with requirements of the federal ACT (sec. 107(b)(2)(A)), the Florida Workforce Innovation Act of 2000, and Section 445.007, Florida Statutes and shall include:
  - 1. Representatives of the private sector, who shall constitute, at a minimum, a majority of the total active membership and who shall be appointed proportionately to the relative population of the five (5) counties, except that all counties shall have at least two (2) members. Members of the private sector shall be appointed by CONSORTIUM members of their respective Counties. Said appointments shall be announced by the appointing member at a duly called CONSORTIUM meeting. The appointment of private sector members shall not be subject to approval or removal by the remainder of the members of the CONSORTIUM.
  - 2. Representatives of other organizations as required by applicable State and federal law.

- B. All appointments to the CSCF Board shall be for a period of three (3) years with a maximum term of eight (8) years, unless the member is a representative of a government entity. One-third of the appointments are made annually, pursuant to the bylaws of CSCF and state and federal requirements. Re-appointment for one additional three-year term and one two-year term shall be automatic so long as the duly appointed board member is in good standing, the seat on the Board continues to exist, the Board member wishes to serve another term, and the Board member's term is not limited by state or federal law.
- C. All vacancies will be appointed in the same manner as the original appointments.
- D. A member of the CONSORTIUM may be present at each CSCF Board meeting as a liaison but shall have no voting powers and shall not be considered a member of the CSCF Board.

### **III. ADMINISTRATION REQUIREMENTS AND OBLIGATIONS OF CSCF**

- A. Pursuant to the ACT and Section 445.007, Florida Statutes, CSCF shall:
  - 1. Develop and submit the local plan to the Governor of Florida.
  - 2. Designate one-stop operators and providers.
  - 3. Ensure the appropriate use, management, and investment of associated funds received to maximize performance outcomes.
  - 4. Designate eligible providers of youth services.
  - 5. Develop an annual budget for the purpose of carrying out the duties of CSCF including, but not limited to, all programs promulgated under the ACT for the region.
  - 6. Provide for the conduct of an annual audit of all funds managed by CSCF and submit a copy of that audit and copies of financial statements prepared for the conduct of CSCF business to the CONSORTIUM.
  - 7. Provide oversight for the one-stop delivery system, local employment and training activities, and youth activities conducted pursuant to the ACT.
  - 8. Provide such staff and other support to the CONSORTIUM, as deemed necessary by the CONSORTIUM, for the conduct of CONSORTIUM business.
  - 9. Submit to the CONSORTIUM, for review and approval, the local plan, the one-stop operator designation, and the annual budget. If the Budget is not approved by the CONSORTIUM, CSCF shall submit an amended budget until a budget is approved.
  - 10. Provide an annual report to the CONSORTIUM.
  - 11. Coordinate the activities of the workforce development system with economic development strategies and other business and employer activities as may be appropriate and allowable.

12. Promote generally the participation of the private sector in all aspects of the conduct of CSCF business and services provided.
- B. CSCF shall furnish a Commercial Crime Fidelity Bond for Employee Dishonesty on blanket basis with a maximum limit of One Million Dollars (\$1,000,000). The bond shall be endorsed to cover "Third Party" liability including a third-party beneficiary clause in favor of each of the participating counties. The bond shall include a minimum twelve (12) month discovery period when written on a loss sustained basis.
- C. Notwithstanding any provisions of the law to the contrary, none of the parties hereto shall be liable for any claims, damages, injuries, losses, or expenses arising out of or resulting from any act, omission, or negligence of any other party, their officers, employees, or agents. Nothing in this Agreement shall be construed as waiving the sovereign immunity afforded to the participating counties under Section 768.28, Florida Statutes.

#### **IV. GENERAL CONDITIONS**

- A. This Agreement contains all of the terms and conditions agreed upon by the parties hereto, and shall supersede all previous agreements, either oral or written, by or between two or more of the parties hereto with respect to the subject matter hereof. No other agreements, oral or written, regarding the subject matter of this Agreement shall be deemed to exist.
- B. This Agreement may be amended or modified upon the written request of any party hereto. Such written request shall be distributed to all parties at least thirty days prior to requested actions effective date. Any alterations, amendments, modifications or waivers in the terms and conditions of this Agreement shall not be effective unless reduced to writing, approved by all parties, signed by duly authorized representatives and filed with each participating county's Clerk of the Board.
- C. The term of this Agreement shall begin on the last date executed by all parties and shall remain in effect until June 30, 2023, and shall be renewed automatically for a one-year period on July 1 of each year unless terminated by any party hereto or otherwise by state or federal law.
- D. In the event of any changes in state or federal law wherein this Agreement shall no longer be valid, this Agreement shall be automatically deemed void.
- E. Pursuant to Subsection 163.01(11) of the Florida Statutes, this Agreement shall be filed with the respective Clerks of the Court of all participating Counties.

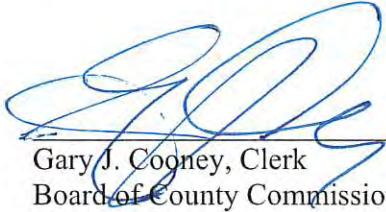
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, by and through their duly authorized representatives, on the respective dates shown below.

**[Signatures to follow]**

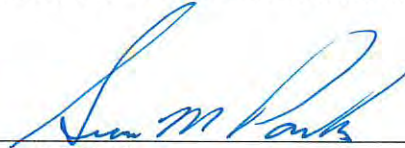
COUNTY

ATTEST:

LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS



Gary J. Cooney, Clerk  
Board of County Commissioners of Lake  
County, Florida



Sean M. Parks  
Chairman

Date: October 26<sup>th</sup>, 2021

Approved as to form and legality:



Melanie Marsh  
County Attorney

COUNTY

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners



By: *Jerry L. Demings*  
for Jerry L. Demings, Orange County Mayor

Date: November 16, 2021

ATTEST: Phil Diamond, CPA, County  
Comptroller, As Clerk of the Board of  
County Commissioners

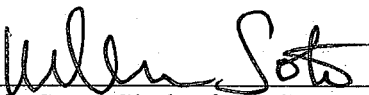
By: *Katie Smith*  
Deputy Clerk




COUNTY

ATTEST:

OSCEOLA COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS


  
\_\_\_\_\_  
Kelvin Soto, Clerk of the Court, Osceola  
County, Florida

  
\_\_\_\_\_  
Brandon Arrington, Chairman  
Date: BCC approved 10/18/2021

Approved as to form and legality:

  
\_\_\_\_\_  
Frank Townsend, County Attorney



  
ATTEST  
Grant Maloy, Clerk of the Court, Seminole  
County, Florida

COUNTY

SEMINOLE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

  
Lee Constantine, Chairman

Date: 10/26/21

Approved as to form and legality:

  
A. Bryant Applegate, County Attorney



COUNTY



ATTEST:

Melissa Elliott D.C.  
Gloria Hayward, Clerk of the Court  
Sumter County, Florida

SUMTER COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

[Signature]  
Garry Breeden, Chairman

Date: 10/12/21

Approved as to form and legality:

Jennifer C. Rey  
Jennifer C. Rey, County Attorney

ATTEST:

Pamela Naves

CENTRAL FLORIDA REGIONAL  
WORKFORCE DEVELOPMENT BOARD,  
INC.

Jody Wood  
Jody Wood, Chairman

Date: 12/16/21

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**AMENDED and RESTATED BYLAWS**  
*of*  
**CENTRAL FLORIDA REGIONAL**  
**WORKFORCE DEVELOPMENT BOARD, INC.**  
**d/b/a CAREERSOURCE CENTRAL FLORIDA**  
*a not-for-profit Florida Corporation*

ARTICLE I

NAME

The Central Florida Regional Workforce Development Board, Inc. d/b/a CareerSource Central Florida shall be called “CSCF” in these Bylaws.

ARTICLE II

DEFINITIONS

- A. **Articles:** means the Articles of Incorporation of CSCF including any amendments or restatements.
- B. **Board of Directors or Board:** means the Board of Directors of CSCF.
- C. **Chief Local Elected Official (CLEO):** means the Chairman of the Consortium.
- D. **Consortium:** means the group of Mayors/Chairmen or designated County Commissioners from the Region.
- E. **Region:** means the five Florida counties served by CSCF: Lake, Orange, Osceola, Seminole and Sumter.
- F. **Director:** means an individual member of the Board of Directors.

ARTICLE III

PURPOSE

CSCF is dedicated to putting Central Florida residents to work, and finding and developing talent to help Central Florida businesses stay competitive.

ARTICLE IV  
POWERS OF CSCF

1. General Powers. Except as limited by the Articles or these Bylaws, CSCF will have and exercise all rights and powers in furtherance of its purpose now or hereafter conferred on not-for-profit corporations under the laws of the state of Florida.

2. Workforce Powers. CSCF will have and exercise all rights and powers granted to regional workforce boards under the laws of the state of Florida and workforce investment boards under Public Law No. 105–220, Title I, Section 117(b), Unites States Code, and all other applicable federal and state workforce laws, regulations and directives.

ARTICLE V  
RESPONSIBILITIES AND AUTHORITIES OF THE BOARD OF DIRECTORS

1. General. All corporate powers will be exercised by or under the authority of the Board of Directors, and the business and affairs of CSCF will be managed under the Board’s direction.

2. Functions. The Directors’ general functions will be to:
- a. establish policies and guidelines for the operation of CSCF;
  - b. exercise and fulfill the specific powers and responsibilities of the Board, as specified in the Articles and these Bylaws and as required under applicable law;
  - c. discharge their duties in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, and each Director will act in a manner he or she reasonably believes to be in the best interests of CSCF;
  - d. carry out the functions provided in the Workforce Innovation and Opportunity Act (“WIOA”) sec. 107(d), and
  - e. actively participate in convening the workforce development system’s stakeholders, broker relationships with a diverse range of employers, and leverage support for workforce development activities.

3. Powers and Responsibilities of Directors. Without limiting the generality of the functions in section 2 of this Article, the Directors’ specific powers and responsibilities will be to:

- a. adopt, amend, repeal or alter the Articles and these Bylaws;
- b. elect and remove officers of CSCF;

- c. ensure accountable management of real and personal property and the general business of CSCF, including authorization and approval of material contracts and agreements on behalf of CSCF, all in accordance with applicable law, the Articles and these Bylaws;
- d. approve general rules and regulations for the administration of CSCF and its personnel, and approve any substantial change in employee benefits of CSCF;
- e. designate the person or persons authorized to make and sign bills, notes, checks, contracts, or other documents that are binding on CSCF;
- f. establish and develop additional committees necessary or appropriate to fulfill the responsibilities of CSCF's mission and purposes;
- g. delegate authority to the President/CEO of CSCF;
- h. approve any affiliation by CSCF with one or more entities in any partnership, joint venture or joint enterprise;
- i. approve any merger or consolidation of CSCF with any other organization or entity; and
- j. comply with Section 445.007 of the Florida Statutes.

## ARTICLE VI

### MEMBERSHIP OF THE BOARD OF DIRECTORS

1. **Appointment.** Members of the Board of Directors will be appointed by the Region's chief elected officials in accordance with applicable local intergovernmental agreements and in compliance with criteria established by the state of Florida and the federal government, and will be composed of at least the following:

- a. representatives of the private sector, who must constitute a minimum of fifty-one percent (51%) of the Board, and who will be representatives of private, for-profit businesses and be chief executives, chief operating officers or other executives who have substantial management or policy responsibility; and
- b. such other representatives as may be required or permitted by applicable federal or state law, regulations or directives.

2. **Term.** Unless otherwise indicated under the terms of a Director's appointment, the term of each Director's appointment will be three (3) years, beginning the first day of July of the year of appointment, and continuing through the last day of June in year three (3) hence, except that a Director may serve until December of the last year of the term, or until action regarding that Director's seat is taken, whichever occurs first. Subject to applicable law, one third (1/3) of all terms will expire annually.



Directors will be eligible for re-appointment without re-nomination for an additional term having a maximum of three (3) years by the Consortium.

3. Qualifications. Directors must be citizens or permanent residents of the United States of America, duly appointed pursuant to Section 1 of this Article, and will, at all times, comply with the requirements established by the state of Florida, the federal government and any applicable intergovernmental agreement.

4. Vacancies. The President/CEO is notified promptly by staff of a Director vacancy. The President/CEO notifies the Governance Committee of such vacancies, and the Governance Committee identifies potential board members. Nominees for a board member vacancy are received from local organizations and business and economic development agencies. The Consortium is notified of the vacancies and receives nominations from the organizations or agencies, and takes action to fill the vacancies through the same process followed for all appointments. Vacancies during the term of a Director's appointment will be filled in an appropriate timeframe upon receipt of sufficient nominations for the vacancy. The person appointed to fill the vacancy are appointed to the same category of membership as that in which the vacancy occurred and will serve the remaining term of the prior Director and may be re-appointed as provided in Section 2 of this Article.

5. Participation. Newly appointed Directors attend a mandatory orientation and training sessions to become familiar with the CSCF services offered and their responsibilities. Board members are requested to participate in one of the committees based on their interests and skills, and are encouraged and provided opportunities to actively participate in strategic planning for CSCF and are educated on explaining CSCF and its workforce activities to the community.

## ARTICLE VII OFFICERS AND THEIR DUTIES

1. Election of Officers. All officers will serve 1 year terms. The Chairperson may serve for 2 consecutive terms. At the conclusion of the Chairperson's term, he or she will serve as immediate Past Chair on the Executive Committee. In addition, the Board of Directors will have the power to:

- a. appoint such other officers it deems necessary or appropriate;
- b. fill any vacancy in any office occurring for any reason whatsoever, by election, by majority vote of a quorum; and
- c. employ a President/CEO who will (i) be responsible and accountable to the Board, (ii) act on the Board's behalf in the conduct of its directives, and

(iii) be responsible for employment, oversight and management of all other staff and employees of CSCF.

2. Removal of Directors. Any Director may be removed at any time, with or without cause, by a majority vote of the Consortium. Except however, any Director who is a representative of the private sector may be removed only by the Consortium member of his or her respective county. Additionally, the CLEO may remove a Director for cause. The Board may recommend to the CLEO removal of a Director when, in the judgement of the Board, the best interest of CSCF will be served.

3. Delegation. For any reason it deems appropriate, the Board may delegate any power or duty to any Director or officer, including to the President/CEO or his or her staff designee, but no Director or officer will execute, acknowledge or verify any document or instrument in more than one capacity.

4. Compensation. No compensation will be paid to the Directors for services performed by them for CSCF as Directors. Directors may be reimbursed for expenses incurred when traveling on official business of CSCF if approved in advance by the Chairperson of the Board. Such reimbursement must conform to CSCF's established travel policy.

5. Duties of the Chairperson. The Chairperson must be a business representative and shall:

- a. preside at all meetings of the Board and determine the agenda for all Board meetings in consultation with the President/CEO;
- b. make all committee appointments other than the officers elected under Section 1 of this Article;
- c. be a member ex-officio of all committees with the exception of the Executive Committee, for which the Chairperson may opt to serve either as committee chair or as a regular committee member; and
- d. perform all other duties assigned to the Chairperson under these Bylaws and those usually pertaining to the office of Chairperson.

6. Duties of the Vice Chairperson. The Vice Chairperson must be a business representative and shall:

- a. preside at all meetings of the Board in the absence of the Chairperson;
- b. be a member of the Executive Committee;
- c. assist the Chairperson, when requested, in the performance of the Chairperson's duties; and
- d. perform all such other duties usually pertaining to the office of Vice Chairperson, including acting as the Chairperson during the absence or disability of the Chairperson.

7. Duties of the Treasurer. The Treasurer will:
- a. oversee the custody of all funds and securities of CSCF and the collection of interest thereon;
  - b. oversee the accounts of CSCF and report thereon at each regular meeting of the Board of Directors;
  - c. make a report at each meeting of the Board of Directors and special reports when requested;
  - d. oversee the preparation and filing of reports and returns required by all governmental agencies; and
  - e. serve as Chairperson of the Finance Committee.

8. Duties of the Secretary. The Secretary will:
- a. ensure that minutes of each meeting are recorded;
  - b. be responsible for advising the Board of Directors of omissions and corrections to the minutes;
  - c. ensure that copies of the minutes are timely transmitted to all members of the Board of Directors;
  - d. ensure that all meetings are noticed as required by statute, these Bylaws or regulations;
  - e. ensure that attendance is recorded at meetings;
  - f. ensure that committee reports are maintained;
  - g. ensure that the record books of CSCF are properly maintained; and
  - h. perform such other duties as may be delegated by the Board of Directors.

9. President and Chief Executive Officer. The President and Chief Executive Officer (“**President**”) will be nominated by the Executive Committee and confirmed by the Board of Directors. The President will be a full-time employee of CSCF and not a member of the Board of Directors. The President’s performance will be reviewed annually by the Executive Committee and the President’s salary and incentives will be set by the Executive Committee. The President may only be terminated (i) upon the recommendation of a majority of the members of the Executive Committee and a two thirds (2/3) vote of the entire Board of Directors, (ii) by the Governor for cause, or (iii) by the CLEO for cause. The President will be the chief executive officer of CSCF and will be responsible for the general and active management of the business and affairs of CSCF, subject to the direction of the Executive Committee and the Board of Directors.

10. Chief Operating Officer. The Chief Operating Officer (“**COO**”) may be hired by the President. The COO will not be a member of the Board of Directors, but will be a full-time employee of CSCF. The COO will direct, administer and coordinate the day-to-day activities of CSCF consistent with the directions, policies, goals and objectives

established by the President and the Board of Directors and as set forth in the job description for this position.

11. Chief Financial Officer. The Chief Financial Officer (“**CFO**”) will be hired by the President. The CFO will not be a member of the Board of Directors, but will be a full-time employee of CSCF. The CFO will direct CSCF’s financial operations and accounting practices consistent with the directions, policies, goals and objectives established by the COO, President, and the Board of Directors and as set forth in the job description for this position.

## ARTICLE VIII

### BOARD COMMITTEES

1. Committees. The Board of Directors will create standing committees as follows: Executive, Finance, Audit, Career Services, Governance, and Community Engagement. In addition, the Chairperson of the Board of Directors will have the authority to establish such other standing or ad hoc committees deemed necessary or desirable to the conduct of CSCF’s business. The Chairperson of the Board will make appointments to all committees and will appoint the chairperson of each committee. A committee must be chaired by a Director. Any committee may include members appointed by the Chairperson of the Board who are voting members of the committee but not members of the Board of Directors. Staff and employees of CSCF may not serve as members of a committee. Any item voted on by a committee (other than approval of meeting minutes and meeting adjournments) will be reported to the Executive Committee at its next meeting.

2. Executive Committee. The Executive Committee will have a minimum of five (5) members, consisting of the officers elected under Article VII, Section 1, and the chairs of the standing committees. The Chairperson will endeavor to ensure that each of the five (5) counties in the Region is represented on the Executive Committee. The Executive Committee will have and exercise the full authority of the Board of Directors in the management of CSCF’s business between meetings of the Board of Directors. The Chairperson of the Board may choose to serve as chairperson of the Executive Committee or may choose to appoint another member which is a business representative of the Executive Committee to serve in such capacity. In the event the Chairperson of the Board chooses not to serve as Chairperson of the Executive Committee, he or she will serve as a voting member of the Executive Committee. After completion of the Chairperson’s term, he or she will serve on Executive Committee for 1 year as Immediate Past Chair. Except as otherwise set forth in these Bylaws, the

Executive Committee will serve as the human resources committee with the delegated authority to take final action on all appropriate executive personnel matters.

3. Finance Committee. The Finance Committee will be chaired by the Treasurer and will consist of those Directors recommended by the Treasurer and appointed by the Chairperson of the Board of Directors. The Finance Committee will be responsible for assisting the Treasurer in the conduct of his or her responsibilities as set forth in Article VII, Section 7; reviewing periodic reports on the financial activities of CSCF; controlling and supervising the financial affairs of CSCF; overseeing CSCF's retirement plan; and approving budgets and budget amendments.

4. Audit Committee. The Audit Committee will be chaired by a Director appointed by the Chairperson of the Board of Directors and will consist of members appointed by the Chairperson of the Board. The Audit Committee will be responsible for:

- a. overseeing the annual audit(s) of CSCF's programs required under applicable laws, regulations or directives including selection of the auditor and approval of annual audit plans;
- b. providing oversight of CSCF through review of monitoring reports and audits of CSCF;
- c. making recommendations to the Board of Directors on the selection of an independent auditor and regarding such auditor's compensation and terms of engagement;
- d. receiving and reviewing the annual audit reports from the independent auditor;
- e. reviewing and approving CSCF's responses to any adverse findings regarding the financial affairs of CSCF, including, but not limited to, adverse monitoring reports, financial audits, management decision letters, Office of Inspector General's investigative reports and final determination letters;
- f. reviewing, in consultation with the independent auditor and management, CSCF's financial statements;
- g. reviewing and evaluating the adequacy of internal accounting controls and practices and making recommendations for revisions and additions as necessary or appropriate; and
- h. reviewing and evaluating CSCF's ethics and conflict-of-interest policies and procedures and, whenever the Chairperson of the Board or the committee deems appropriate, investigating any alleged violations of such policies and procedures.

5. Career Services Committee. The Career Services Committee will be chaired by a Director appointed by the Chairperson of the Board of Directors and will consist of members appointed by the Chairperson of the Board. The Career Services Committee will oversee CSCF's operations plan as part of the WIOA and all other program activities that support job seekers and businesses in the Region.

6. Governance Committee. The Governance Committee will be chaired by a Director appointed by the Chairperson of the Board of Directors and will consist of members appointed by the Chairperson of the Board. The Governance Committee will be responsible for reviewing CSCF's Articles and Bylaws and recommending changes to the Board of Directors; identifying a process to recruit board members and officers; and evaluating the Board's effectiveness. Additionally, the Governance Committee is responsible for preparing and providing a slate of recommended officers to the Board of Directors to be used by the Board to nominate and elect the officers by a majority vote of the Directors present at the meeting.

7. Community Engagement Committee. The Community Engagement Committee will be chaired by a Director appointed by the Chairperson of the Board of Directors and will consist of members appointed by the Chairperson of the Board representing expertise in outreach marketing and media relations. The Community Engagement Committee will recommend strategies and policies to ensure CSCF is, through appropriate outreach, aligned and engaged with other community, civic and economic-development activities.

## ARTICLE IX

### CONDUCT OF BUSINESS

1. Annual Meeting. The Annual Meeting of the Board of Directors will be held during the month of June.

2. Regular Meetings. At a minimum, regular meetings of the Board of Directors will be held quarterly, in the months of September, December, April and June.

3. Special Meetings. Special meetings of the Board of Directors may be held at the call of the Chairperson or by written request of ten (10) or more members of the Board of Directors.

4. Notice. Reasonable notice in writing of each meeting, whether annual, regular, special or emergency, will be provided to each member of the Board of Directors at his or her contact place on file with the Secretary. Such notice may be by e-mail or

other reliable means of electronic transmission. CSCF's meetings will be held in accordance with Section 286.011, Florida Statutes.

5. Order of Business. Business will be conducted to the extent feasible in accordance with Roberts' Rules of Order, as amended.

6. Quorum. A quorum for all Board meetings will require that at least fifty percent (50%) of the Board members be present or appearing by telephone. If there is less than a quorum at any meetings, a majority of those present may adjourn the meeting. A quorum for all committee meetings will be the same as the quorum for Board meetings and require that at least fifty percent (50%) of the Board members who are committee members be present or appear by telephone.

7. Voting. Directors may not be represented at any meeting by an alternate, nor may proxies be given. Each Director will have one (1) vote upon every issue properly submitted for vote at any meeting of the Board of Directors, except that no Director may cast a vote on any matter on which he or she has or appears to have a conflict of interest, as defined by federal or state law or under CSCF's policies then in effect. Any Director who has such a conflict of interest must declare the same and refrain from discussion at the meeting and voting on the issue.

8. Majority Rule. All matters before the Board will be determined by a majority vote of Directors present at the meeting with a quorum present, with the exception of the following, which must be approved by a vote of two-thirds (2/3) of the Board, a quorum having been established:

- a. amendments to these Bylaws (as provided under Section 13 below); and
- b. any contract or agreement between CSCF and a Director, a relative (as defined in s. 112.3143[1][c], Florida Statutes) of a Director, or any contract or agreement that would be a conflict for any such Director as defined by federal or state law or under CSCF's policies then in effect.

9. Meetings by Telephone or Teleconference. Members of the Board of Directors or any committee may participate in a meeting by means of telephone conference or similar communication method by which all persons participating in the meeting can hear each other at the same time. Any such participation will constitute presence in person at the meeting.

10. Business Affairs; External Audit. Subject to applicable law, the Board of Directors may solicit, borrow, accept, receive, invest and expend funds from any public or private source. The award of procurement contracts with vendors and the award of sub-recipient contracts will be in accordance with applicable federal and state law and regulations. CSCF's accounts and records will be audited annually by a firm of certified

public accountants at the expense of CSCF; and a copy will be available on request for each Director to review.

11. Investments. Any investments of funds of CSCF must first be approved by the Finance Committee and recommended to the Board of Directors for its approval.

12. Fiscal Year. The fiscal year of CSCF will be July 1 to June 30.

13. Amendments to Bylaws. Amendments to these Bylaws may be proposed by any member of the Board of Directors. The Board of Directors, by a two thirds (2/3) vote Board, a quorum having been established, may amend, revise, add to, repeal or rescind these Bylaws or adopt the new bylaws at any meeting of the Board of Directors, provided that written notice of any amendment, revision, addition, repeal or rescission of these Bylaws or adoption of new bylaws must be published and given to the Directors at least thirty (30) days preceding the date of the meeting of the Board of Directors at which such action is to be considered.

14. Conflicts with Laws. CSCF will abide by all applicable federal and state laws and regulations, which will supersede any provision of these Bylaws in conflict with any such law or regulation.

15. Books and Records. CSCF will keep correct and complete books and records of account and financial statements and will also keep minutes of the proceedings of the Board of Directors and all committees. Such books and records will be available to all Directors on request and to members of the general public in accordance with applicable law.

16. Indemnity. Subject to applicable law, any current or former member of the Board of Directors or officer who is made a party to or called as a witness with respect to any threatened or pending legal proceeding will be indemnified by CSCF against all costs and expenses (including attorneys' fees, judgments, fines and amounts paid in settlement) reasonably incurred by him or her in connection with such proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of CSCF and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, will not create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of CSCF, and, with respect to any criminal action or proceeding, did not have reasonable cause to believe that his or her conduct was unlawful. The Board of Directors will determine, by a majority vote of a quorum consisting of Directors who are not parties or witnesses to the proceeding, whether indemnification is appropriate as



provided in this section. If this section or any portion of it is invalidated on any ground by a court of competent jurisdiction, CSCF will nevertheless indemnify each director and officer of CSCF to the fullest extent permitted by portions of this section not invalidated, and to the fullest extent permitted by law.

17. D&O Insurance. CSCF will purchase and maintain in full force and effect a policy or policies of directors and officers liability insurance covering its Directors and officers with minimum coverage of \$1 million, unless the Executive Committee, in consultation with the Treasurer, finds that such insurance is no longer available on commercially reasonable terms or that the premiums for such will be unreasonably high. In such case, the Directors shall immediately be notified by the Executive Committee that such directors and officers liability insurance no longer exists. In addition, CSCF may purchase and maintain insurance on any person who is or was a Director, officer, employee, or agent of CSCF against any liability asserted against such person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not CSCF would have the power to indemnify the person against such liability under the provisions of Section 16 of this Article IX.

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**REGIONAL WORKFORCE BOARD (RWB) MEMBERSHIP**

**Central Florida Workforce Development Board, d/b/a CareerSource CentralFlorida REGION NUMBER 12**

ACTIVE BOARD MEMBERS: 32

NUMBER OF VACANCIES: 1

EFFECTIVE DATE: 7/1/22

<b>NAME OF RWB MEMBER</b>	<b>Organization/Company</b>	<b>AREA(S) OF REPRESENTATION</b>	<b>County</b>	<b>Current and/or New Term</b>
Albu, Andrew	Albu & Associates, Inc.	BU	Orange	7/1/2021 - 6/30/2024
Brandon, Wendy	UCF Lake Nona Medical Center	BU	Orange	7/1/2022 - 6/30/2025
Conley, Kari	Duke Energy	BU	Orange	7/1/2022 - 6/30/2025
Gary, Tanisha Nunn	African American Chamber of Commerce of Central Florida	BU	Orange	7/1/2022 - 6/30/2025
Havard, Mark	Hyatt Regency Orlando	BU	Orange	7/1/2022 - 6/30/2025
Jackson, Eric	Omega Group	BU <i>Small Business</i>	Orange	7/1/2020 - 6/30/2023
Ortigoni, Gaby	Hispanic Chamber of Commerce of Metro Orlando	BU	Orange	7/1/2022 - 6/30/2025
Wood, Jody	Disney Parks, Experiences & Products	BU	Orange	7/1/2022 - 6/30/2025
Sprinkle, David	Veritas Recruiting Group, LLC	BU	Seminole	7/1/2021 - 6/30/2024
Sweat, Richard	.decimal	BU <i>Small Business</i>	Seminole	7/1/2022 - 6/30/2025
Walton, Matt	MiGre Engineers, LLC	BU	Seminole	7/1/2021 - 6/30/2024
Hindle, Shawn	Hanson, Walter & Associates, Inc.	BU	Osceola	7/1/2021 - 6/30/2024
Rascon, Manuel	AdventHealth CFD-South   East Orlando   Waterford Lakes   Lake Nona	BU	Osceola	7/1/2021 - 6/30/2023
Siracuza, Stella	Tomato Express, Inc.	BU	Osceola	12/17/2020 - 6/30/2023
Olson, Sheri	South Lake Hospital	BU	Lake	7/1/2021 - 6/30/2024
Bryan Orr	Kalos Services, Inc.	BU	Lake/Sumter	7/1/2022 - 6/30/2025
VACANT (replacing Brooke Morris)		BU	Sumter	

**REGIONAL WORKFORCE BOARD (RWB) MEMBERSHIP**

<b>NAME OF RWB MEMBER</b>	<b>Organization/Company</b>	<b>AREA(S) OF REPRESENTATION</b>	<b>County</b>	<b>Current Term</b>
Casel, Glen	Embrace Families	WOY (CBO representing Youth)	Multi-County	7/1/2022 - 6/30/2025
Cunha, Gui	Seminole County Government, Office of Economic Development & Tourism	GRED	Seminole	12/16/2021 - 6/30/2023
des Anges, Keira	Division of Vocational Rehabilitation / Florida Department of Education	GRVRD	Multi-County	7/1/2021 - 6/30/2024
Donnelly, Sean	Central Florida Electrical Joint Apprenticeship & Training Committee (J.A.T.C.) / Central Florida AFL-CIO	WOLO/WOJ	Multi-County	12/16/2021 - 6/30/2023
Dziorney-Lukash, Jessie	International Union of Painters & Allied Trades (IUPAT DC 78), Florida Finishing Trades	WOLO/WOJ	Multi-County	12/16/2021 - 6/30/2023
Ford, Wendy	Osceola Council on Aging	CBO	Osceola	7/1/2022 - 6/30/2025
Gill, John	Quest, Inc.	WOD (CBO representing Individuals & Disabilities)	Multi-County	7/1/2022 - 6/30/2025
Gyllin, Dr. John	Foundation for Seminole State College, Inc.	ETPA	Seminole	7/1/2021 - 6/30/2024
Hayward, Jeff	Heart of Florida United Way	WOD/WOV (CBO representing Disabilities/Veterans)	Multi-County	7/1/2020 - 6/30/2023
Quintanilla, Renee	Crummer Graduate School of Business at Rollins College	ETPC	Multi-County	7/1/2022 - 6/30/2025
Joe Battista	Valencia College	ETPC	Multi-County	7/1/2022 - 6/30/2025
Scherer, Charles	State of Florida Department of Children & Families	GRO	Multi-County	12/16/2021 - 6/30/2024
Thomas, DeAnna	Lake Technical College	ETPA	Multi-County	7/1/2022 - 6/30/2025
Ushkowitz, Eric	Orange County Government	GRED	Region	7/1/2021 - 6/30/2024
Vazquez, Dr. Maria	Orange County Public Schools	ETPA	Orange	12/16/2021 - 6/30/2024
Michelle Sperzel	Harbor House	CBO		7/1/2022 - 6/30/2025

## REGIONAL WORKFORCE BOARD (RWB) MEMBERSHIP

### Central Florida Workforce Development Board, d/b/a CareerSource CentralFlorida REGION NUMBER 12

#### Key Codes:

#### Areas of Representation:

- BU – Business **(17 Seats)**
- WOLO – Workforce-Labor Organization
- WOJ – Workforce-Joint labor-management Apprenticeship Program
- WOD – Workforce-Community-based Organizations representing Individuals with Disabilities (optional)
- WOV – Workforce-Community-based Organizations representing Veterans (optional)
- WOY – Workforce-Community-based Organizations representing Youth (optional)
- ETPA – Education and Training Provider-Adult Education and Literacy
- ETPC – Education and Training Provider-Institution of Higher Education
- ETPO – Education and Training Provider-Other Providers (optional)
- GRED – Government Representative-Economic Development
- GRES – Government Representative-Employment Service
- GRVRD – Government Representative-Vocational Rehabilitation
- GRO – Government Representative-Other (optional) \*\*CareerSource Central Florida operates the Wagner Peysner (GRO) function
- OTHER – Other (please specific group/program being represented) (optional)

# Board of Directors Meeting

October 6, 2022



# 10/6/22 BOARD OF DIRECTORS MEETING DETAILS

**What:** Board of Directors Meeting

**When:** Thursday, October 6, 2022  
9:00 a.m. – 10:30 a.m.

**Where:** CSCF West Orange County Career Center (at West Oaks Mall)  
9401 West Colonial Drive, Ocoee, FL 34761  
or

Virtual Option via Zoom:

Link: <https://careersourcecf.zoom.us/j/82586808719?pwd=Ry9ud0VSdGNTN0d5RHFmT2JOcWI4QT09>

Dial In: 1 (929) 205-6099 / Meeting ID: 825 8680 8719

Passcode: 130233

- Meeting Details
- Meeting Agenda
- Welcome
- Spotlight Story
- Roll Call
- Public Comment
- Consent Agenda
- Information/  
Discussion/  
Action Items
- Insight
- Other Business
- Adjournment

# 10/6/22 BOARD OF DIRECTORS MEETING AGENDA

- Meeting Details
- Meeting Agenda**
- Welcome
- Spotlight Story
- Roll Call
- Public Comment
- Consent Agenda
- Information/  
Discussion/  
Action Items
- Insight
- Other Business
- Adjournment

Agenda Item	Topic	Presenter	Action Item
1.	Welcome - Pledge of Allegiance - New Board Members Welcome	Jody Wood	
2.	CSCF Spotlight Story	Mimi Coenen	
3.	Roll Call / Establishment of Quorum	Kaz Kasal	
4.	Public Comment		
5.	Consent Agenda A. <a href="#">1) 6/23/22 Board Meeting Draft Minutes</a> B. Committee Actions 1) <a href="#">Affirmation of MOU Cancellation (Executive)</a>	Jody Wood	X
6.	Information / Discussion / Action Items A. Chair's Report B. <a href="#">President's Report</a> 1) <a href="#">Finance Report</a> C. Committee Reports 1) Executive (met on 7/21/22 & 9/21/22) a) <a href="#">Info Item: CSCF Incentive Compensation Policy/Executive Merit &amp; Incentive Approvals</a> 2) Audit (met on 9/7/22 with Finance) 3) Career Services (met on 9/15/22) 4) Community Engagement (meeting on 8/25/22) 5) Facilities Ad Hoc (no meetings scheduled) 6) Finance (meeting on 10/19/22) 7) Governance (met on 8/10/22) 8) Revenue Diversity & New Markets (met on 8/17/22)	Jody Wood Pam Nabors Eric Ushkowitz  Jody Wood  Sheri Olson Andrew Albu David Sprinkle Matt Walton Eric Ushkowitz Richard Sweat Eric Jackson	



# 10/6/22 BOARD OF DIRECTORS MEETING AGENDA

- Meeting Details
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- Information/  
Discussion/  
Action Items
- Insight
- Other Business
- Adjournment

Agenda Item	Topic	Presenter	Action Item
7.	Insight		
	A. <a href="#">CareerSource Florida System Realignment / REACH Updates</a>	Michelle Dennard President & CEO CareerSource Florida	
	B. <a href="#">Economic Impact Study</a>	Nilda Blanco / Joma Neyman Lightcast	
	C. <a href="#">WIOA Strategic Compliance Plan</a>	Mimi Coenen / Nilda Blanco	X
8.	Other Business		
9.	Adjournment		

**Upcoming Meetings:**

**Board & Consortium**                      12/15/22              9:00 a.m. - 11:00 a.m.

**Committee Meetings:**

- **Finance**                                      10/19/22              2:30 p.m. – 4:00 p.m.
- **Community Engagement**              11/10/22              3:00 p.m. – 4:30 p.m.
- **Career Services**                            11/17/22              3:00 p.m. – 4:30 p.m.
- **Revenue Diversity & New Markets**    11/30/22              3:00 p.m. – 4:30 p.m.
- **Finance**                                        12/7/22                2:30 p.m. – 4:00 p.m.
- **Executive**                                    12/8/22                2:00 p.m. – 3:30 p.m.

# CSCF Strategic Planning 2022-2024



# Strategic Planning Process

CSCF Strategic Planning process is made up of two distinct parts

## Part I: State-Required Two-Year Update Plan

Compliance Process requires:

- A) Public posting no less than 14 days; no longer than 30 days for comment
- B) Approval of Board of Directors before submission to DEO 10/13/22
- C) Approval of Local Elected Officials (Consortium) 12/15/22

## Part 2: CareerSource Central Florida Overall Organizational Strategic Plan

Presentation planned for April 27, 2023 Board Meeting

- A) Building from our board retreat
- B) Innovative organizational structure
- C) Incorporates products and services funded with other revenue

# Common to both Plans

Both plans include the Board's current annual priorities:

- Diversify revenue streams
- Deliver relevant talent strategies for business
- Ignite potential talent with a supported Career Journey
- Adjust to evolving markets and legislative changes

# Part 1 - CSCF State Required Two-Year Update Plan

- ❑ As outlined in the Workforce Innovation and Opportunity Act, local workforce boards are required to develop and deliver to the state a comprehensive four-year plan.
- ❑ CSCF's 2022 update of the 2020-2024 plan aligns with CareerSource Florida's business and market-driven principles to be the global leader for talent.
- ❑ The full plan can be found on CSCF's website:

[2022 Unified Strategic Plan Draft - CareerSource Central Florida](#)

# CSCF State Required Two-Year Update – Key Updates

Expanded strategies to connect targeted populations to training and careers

- Opportunity Youth - Utilize TANF funding to expand career development with in-demand Power Skills Sessions, including role-playing and industry guest speakers, resulting in clients leaving with greater soft skills and a professional social media profile.
- Individuals/families on public assistance - Increase resources to provide skills training and stipends for Welfare Transition customers.

# CSCF State Required Two-Year Update – Key Updates

Create innovative programs that focus on partnerships with agencies that serve targeted populations

- Justice-Involved Individuals - Support graduates of initial temporary work efforts to leverage those current skills to new, permanent careers.
- Summer 2023 - Expansion of leveraged funding to support 1,100 to 1,500 students in 2023; increase to 2000 in 2024. Add a Public Sector Academy to showcase government and utility careers to youth.

# CSCF State Required Two-Year Update – Key Updates

Develop and implement a business engagement strategy that focuses on talent recruitment, workforce insights, and consultative services for small-medium sized businesses

- Best in class power skills development for talent
- Workforce insights to help businesses connect to talent opportunities
- Create a talent recruitment effort that meets the needs of business
- Serve as a convenor between residents, education, economic development, and industry to create awareness of emerging careers



# CSCF Strategic Plan - Phase II

Work ahead to continue building on the Board Retreat  
Craft a **continuous** and **evolving** model

## Today

Business Aligned  
Volume Inventory  
Recruitment Support  
Agency Responsive  
Labor Fulfillment



## Tomorrow

Business Integrated  
Analytic Insights  
Business Consultation  
Talent Centric  
Workforce Strategy

# CSCF Strategic Plan - Phase II

- ❑ Translate current discovery work to identify and prioritize key strategies
- ❑ Intentionally seek new non-DEO resources to expand products and services across our footprint
- ❑ Build on-going opportunities to learn 'the voice of the customer'
- ❑ Expand current organization structure to include an LLC and Foundation divisions
- ❑ Provide greater flexibility in allocation of resources to maximize the funds related to business and upskilling services
- ❑ Improve accountability through intentional increased transparency
- ❑ Establish greater advocacy and awareness of the strategic strength creative partnerships can yield through aligning systems, purpose, talent and resources

# Discussion



# Motion

Staff recommendation for approval of CareerSource Central Florida's Local Region 12 WIOA Strategic Plan Update for 2020-2024.

**Board Minutes for 10/6/22  
meeting to be submitted  
within 30 days**

# **Attachment F**



**POLICY: Central Florida Regional Workforce Development Board Governance**  
**POLICY NUMBER: WIOA 18**

<b>Author: Gina Ronokarijo, Senior Planning Manager</b>	<b>Effective Date:</b> 02/14/2022	<b>Revision Date:</b>
<b>Description of Revision(s):</b>		
<b>Approval:</b>	Mimi Coenen, Chief Operations Officer	
<b>Signature:</b>		

- I. **PURPOSE:** The purpose of this policy is to provide the requirements for CareerSource Central Florida “local area” and Board of Directors governance. This policy outlines roles, responsibilities and requirements of the entities and individuals that make up the workforce development system within Local Workforce Development Board (LWDB) – 12 CareerSource Central Florida (CSCF).
  
- II. **BACKGROUND:** Each local workforce development area in the state must establish a local workforce development board to carry out the functions specified for the local board under WIOA sec. 107(d) for such area. WIOA requires LWDBs and Chief Local Elected Officials (CLEOs) to design and govern the system regionally, align workforce policies and services with regional economies and support service delivery strategies tailored to those needs. The local area serves as a jurisdiction for the administration of workforce development activities which requires the CLEO to plan an active role in both the strategic planning and ongoing operation of the local system. Agreements between the CLEO and the entities responsible for the local workforce development system will address how the local area functions and how administrative tasks will be carried out.
  
- III. **DEFINITIONS:**
  - Consortium:** the group of Mayors/Chairman or designated County Commissioners from the Region.
  - Region:** the five Florida counties served by CareerSource Central Florida (CSCF): Lake, Orange, Osceola, Seminole, and Sumter
  - Director:** means an individual member of the Board of Directors

**Chief Local Elected Official (CLEO):** the Chairman of the Consortium

**Person with optimum policy making authority –** an individual who can reasonably be expected to speak affirmatively on behalf of the entity he or she represents and to commit that entity to a chosen course of action.

**Local Workforce Development Area (LWDA):** a geographical area that serves as jurisdiction for the administration of workforce development activities and has been granted designation as such.

**Local Workforce Development Board (LWDB):** a board established under WIOA Sec. 107, to set policy for the local workforce development board.

**IV. REFERENCES:**

**[Public Law 113-128, Workforce Innovation and Opportunity Act, Sections 106 and 107](#)**

**[20 Code of Federal Regulations 679.310](#)**

**[20 Code of Federal Regulations 679.320](#)**

**[20 Code of Federal Regulations 679.370](#)**

**[Sections 445.004 and 445.007 F.S.](#)**

**[Chapter 119, F. S.](#)**

**[Chapter 286, F.S.](#)**

**[CSF Strategic Policy 2020.02.20.A.1 – Board Governance and Leadership](#)**

**[CSF Strategic Policy 2018.09.26.A.1 – Ethics and Transparency Policy](#)**

**[CSF Administrative Policy 110](#)**

**[CSF Administrative Policy 91](#)**

**[CSF Administrative Policy 106](#)**

**[CSF Administrative Policy 93](#)**

**V. POLICY:**

**A. Roles and Responsibilities**

**1. Consortium of Chief Elected Officials**

The Consortium of Chief Elected Officials, which will be comprised of either the Mayor/Chair or a currently serving County Commissioner designated by the Mayor/Chair from each of the five counties, as agreed upon in the Region 12 Central Florida Area Workforce Development Consortium Interlocal Agreement, has the following responsibilities:

- a) Elects from among its five members, one member to act as Chair of the Consortium and one member to act as the vice chair.
- b) Chair of the Consortium shall act as the **chief local elected official (CLEO)** for the local workforce development area.
- c) Designates CareerSource Central Florida as the local workforce development board.
- d) Requests LWDB certification (as prescribed in [CSF Administrative](#)



### Policy 091)

- e) Appoints the membership of CareerSource Central Florida Board of Directors. The CLEO may not delegate this responsibility to the executive director or to staff.
- f) In coordination with the CSCF Board of Directors, establish bylaws.
- g) Designates CareerSource Central Florida as the administrative entity and fiscal agent for all programs promulgated under the Workforce Innovation and Opportunity Act (WIOA). The CLEO may not delegate this responsibility to the executive director or to staff.
- h) In coordination with the CSCF Board of directors and/or staff to the board, negotiating and reaching agreement on local performance measures with the state.
- i) Meets during each fiscal year, no less than semi-annually, to conduct such business as necessary. At least one of the two meetings shall be a joint meeting between the Consortium and the CSCF Board of Directors. The Consortium shall comply with the Florida Sunshine Law requirements.
- j) Approves the CareerSource Central Florida annual fiscal year budget.
- k) Remains liable for any misuse of WIOA grant funds by the local area.

## **2. Fiscal Agent**

The fiscal agent is the entity that performs accounting and funds management on behalf of the CLEO. As the designee of this role, CSCF will be responsible for:

- a) Ensuring sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget (OMB) circulars, WIOA, corresponding federal regulations, state law, and state policies.
- b) Developing an annual budget for the purpose of carrying out the duties of CSCF including, but not limited to, all programs promulgated under the ACT for the region.
- c) Providing for the conduct of an annual audit of all funds managed by CSCF and submit a copy of that audit and copies of financial statements prepared for the conduct of CSCF business to the Consortium.
- d) Ensuring the purchase of goods and services is conducted in an open manner with competitive pricing, proper management, and oversight controls to ensure Finance accountability and efficiency and to prevent waste, fraud and abuse and avoid acquisition of unnecessary or duplicative items.

## **3. Local Workforce Development Board**

The LWDB is appointed by the CLEO in each local area in accordance with state criteria established under WIOA sec. 107(b) and certified by the Governor every two years in accordance with WIOA sec. (c)(2). CareerSource Central Florida responsibilities include, but are not limited to:

- a) Develop and submit the local plan to the Governor of Florida.
- b) Designate one-stop operators and providers.
- c) Designate eligible providers of youth services.
- d) Provide oversight for the one-stop delivery system, local employment and training activities, and youth activities.
- e) Provide such staff and other support to the Consortium as deemed necessary for the conduct of Consortium business.
- f) Submit to the Consortium, for review and approval, the one-stop operator designation.
- g) Coordinate the activities of the workforce development system with economic development strategies and other business and employer activities as appropriate.
- h) Negotiate and reach agreement on local performance measures with the CLEO and the state.
- i) Lead efforts in the local area to identify and promote proven and promising strategies and initiatives for meeting the needs of employers, workers, and jobseekers.

#### **4. Local Workforce Development Board Chairperson**

The CSCF Board of Directors chairperson is elected by the members of the Board of Directors and must be a business representative on the board. The chairperson will serve a term of no more than two years and can serve no more than two terms.

The Chairperson is responsible for:

- a) Presiding over at all meetings of the Board and determining the agenda for all Board meetings in consultation with the President/CEO.
- b) Making all Committee appointments other than the officers elected.
- c) Serving as an ex-officio member of all committees with the exception of the Executive Committee, for which the Chairperson may opt to serve either as committee chair or as a regular committee member.
- d) Perform all duties assigned to the Chairperson under the [Bylaws of Central Florida Workforce Development Board, Inc.](#)

#### **5. Local Workforce Development Board Executive Director**

The President and Chief Executive Officer (“President”) will be nominated by the Executive Committee and confirmed by the Board of Directors. The President will be a full-time employee of CSCF and not a member of the Board of Directors. The President’s performance will be reviewed annually by the Executive Committee and the President’s salary and incentives will be set by the Executive Committee. The President will be the chief executive officer of CSCF and will be responsible for the general and active management of the business and affairs of CSCF, subject to the direction of the Executive Committee and the Board of Directors. The Executive Director must have the requisite knowledge, skills, and abilities to meet identified benchmarks and to assist in effectively and ethically carrying out the functions of CSCF Board which may include:

- a) Coordinating with the CLEOs regarding the identification and nomination of members to the Board of Directors and ensuring membership is compliant with WIOA and Florida Statutes.
- b) Organizing board meetings and ensuring meetings are held according to the CSCF bylaws and Florida’s sunshine laws.
- c) Developing and submitting the local and regional workforce development plan.
- d) Conducting oversight of the WIOA adult, dislocated worker, youth programs and the entire one-stop delivery system, including development of policies and monitoring the administration of the programs.
- e) Negotiating and reaching agreement on local performance measures.
- f) Negotiating with CLEO and required partners for the Memorandum of Understanding (as prescribed in [Administrative Policy 106 - Memorandums of Understanding and Infrastructure Funding Agreements](#)).
- g) In compliance with CSCF’s procurement policy, provide oversight of the competitive procurement process.
- h) Developing a budget for activities of CSCF.
- i) Certifying the one-stop career centers. One-stop certification requirements may be found in [Administrative Policy 93 – One-Stop Career Center Certification Requirements](#).

## **B. One Entity Performing Multiple Functions**

WIOA establishes clear roles and responsibilities for each entity or organization involved in the workforce delivery system. One entity may perform multiple functions if appropriate firewalls and internal controls are in place. Local entities or organizations often function

simultaneously in a variety of roles, including fiscal agent, board staff, one-stop operator, provider of career services, and provider of youth services. CSCF makes every effort to ensure that roles and duties of workforce delivery system entities are clearly defined and delineated with established processes and procedures that clearly detail steps taken to mitigate risks and firewalls created. These processes and procedures are included in [CareerSource Central Florida's Strategic Plan](#).

### **C. Local Workforce Development Boards as Direct Provider of Workforce Services**

Career Source Central Florida (CSCF) is currently operating as a direct service provider under continued designation as a One-Stop Operator from July 1, 2020, through June 30, 2023, as approved by CareerSource Florida in June 2020.

As stated in Final Guidance OSPS-83, a year-end report is presented to the Department of Economic Opportunity responding to the following areas:

1. An analysis of the actual cost savings realized as a result of providing the direct workforce services
2. A description of any improvements to the local service delivery system and/or performance outcomes.
3. Descriptions of "best practices" that could be shared with other regional workforce boards

CSCF will continue to reassess designations annually and submit appropriate requests to DEO and CareerSource Florida.

### **D. Temporary Assumption of Duties for Procured and Contracted Services**

CSCF may procure and contract with providers to fill the roles and duties of workforce delivery system entities following the guidance issued in the CSCF Procurement Policies and Procedures. In certain critical circumstances, (e.g., sudden termination of contract or failed procurement), CSCF may be faced with needing to temporarily assume the role(s) of one of these system entities. If this happens, CSCF may request to temporarily assume the responsibilities that were being provided by a contracted vendor or services being sought when the procurement failed. Requests for boards to act as a one-stop operator and provider of workforce and/or youth program services on a time-limited basis must be approved by the CLEO and submitted to DEO. The request must include the duration for which the board will act as a one-stop operator and provider of services. DEO will make a

recommendation to the state workforce development board.

## **E. Governance Agreements**

Implementation of a local workforce development system pursuant to WIOA requires that the CLEOs play an active role in both strategic planning and ongoing operation of the local system. When a local area includes more than one unit of general local government, the chief elected officials of such units may execute a written agreement that specifies the respective roles and liability of the individual chief elected officials. Chief local elected officials are liable in their official capacity but not personally liable for the misuse of WIOA funds.

### **1. Interlocal, Consortium and Other Agreements**

The purpose of the [Central Florida Area Workforce Development Consortium Interlocal Agreement](#) is to ensure the decisions that are delegated to the consortium reflect the agreement of all chief elected officials in all jurisdictions on the local area.

The Central Florida Area Workforce Development Consortium Interlocal Agreement and other applicable agreements address the following items:

- a) Identification of the local workforce development area
- b) Designation and responsibilities of the CLEO
- c) Establishment, appointment, and operation of the LWDB
- d) Designation and responsibilities of the fiscal agent
- e) Process for CLEOs to provide input
- f) Liability
- g) Performance Accountability
- h) Dispute Resolution Process
- i) Duration of the agreement and process for modification or termination

### **2. Bylaws**

The [Central Florida Regional Workforce Development Board Bylaws](#) provide consistency and clarification on the roles and responsibilities of the various representatives governing the local workforce development system. CSCF will ensure that the bylaws are up to date and in alignment with requirements of WIOA and state policy. The bylaws address the following items:

- a) Functions and responsibilities of the LWDB
- b) Membership
- c) Authority of LWDB
- d) Duties and Terms of the members
- e) Officers
- f) Committees
- g) Meetings and Minutes
  - (i) Record Keeping
  - (ii) Voting, Board Actions, and Conflict of Interest

## **F. WIOA Public Disclosures, Transparency, and the Florida Sunshine Provision**

CSCF will comply with the Florida “sunshine provision” to conduct business in an open manner and make available, on a regular basis through electronic means and open meetings, information about the activities of CSCF. CSCF will also adhere to the transparency and public disclosure requirements in 445.007, F.S. as well as requirements detailed in the Grantee-Subgrantee Agreement.

In accordance with federal and state requirements, the following items will be posted on the CareerSource Central Florida Website ([www.careersourcecentralflorida.com](http://www.careersourcecentralflorida.com)):

1. Local Strategic Plan
2. List of Current Board Members
3. Selection of One-Stop Operators
4. Minutes of formal meetings
5. Bylaws
6. Compensation Disclosures
7. Written declaration from the Chief Financial Officer
8. IRS Form 990
9. Statement of Financial Interest
10. Vendor agreements and contracts

## **G. New Board Member Orientation and Annual Training**

As part of its annual onboarding of new Board members, CSCF will conduct annual orientation and training to ensure they understand the purpose of their participation. This orientation and training will empower

Board members to effectively serve in their role.

### **1. New Board Member Orientation**

Within Six months of appointment, new board members will complete orientation that will cover:

- a) Overview of WIOA
- b) Overview of the workforce development system and structure
- c) The state's workforce development system goals and strategies
- d) The purpose of the LWDB
- e) Board composition
- f) Roles and Responsibilities of the CLEO, fiscal agent, LWDB, Chairperson, President, and staff
- g) Required programs and partners
- h) Funding
- i) Performance requirements
- j) Sunshine law requirements
- k) Conflict of interest policy and disclosure of potential conflicts of interest.

### **2. Annual Training**

All Board members will complete an annual refresher training to remind them of the purpose of their appointment as a member of the CSCF Board of Directors. The annual training will include:

- a) The state's workforce development goals and strategies
- b) The purpose of the LWDB
- c) Roles and Responsibilities of the CLEO, fiscal agent, LWDB, Chairperson, President, and staff
- d) Funding
- e) Performance requirements
- f) Sunshine law requirements
- g) Conflict of interest policy

### **H. State and Local Monitoring**

CSCF will utilize a third-party agency to complete monitoring on the procurement process and resulting contracts and agreements, as well as fiscal monitoring.

DEO will perform programmatic and fiscal monitoring and will review CSCF's agreements and contracts during the annual monitoring review for compliance with federal and state laws and regulations.

**VI. INQUIRIES:**

***Policy:*** Questions regarding this policy should be directed to the President and CEO of CSCF. Any updates to this policy will be communicated through the Chief Operating Officer or their designee and noted on page one of the policy.

**VII. ATTACHMENTS**

[Central Florida Regional Workforce Development Board Bylaws](#)

[Central Florida Area Workforce Development Consortium Agreement](#)

[CareerSource Central Florida Board of Directors Manual](#)





**POLICY: Local Workforce Development Board Composition and Certification**  
**POLICY NUMBER: WIOA 17**

<b>Author: Gina Ronokarijo, Senior Planning Manager</b>	<b>Effective Date:</b> 11/19/2021	<b>Revision Date:</b>
<b>Description of Revision(s):</b>		
<b>Approval:</b>	Mimi Coenen, Chief Operating Officer	
<b>Signature:</b>		

- I. **PURPOSE:** The purpose of this policy is to provide the requirements for CareerSource Central Florida Board of Directors membership composition and certification under the Workforce Innovation and Opportunity Act (WIOA) and Chapter 445, Florida Statutes (F.S.)
  
- II. **BACKGROUND:** Each local workforce development area in the state must establish a local workforce development board to carry out the functions specified for the local board under WIOA sec. 107(d) for such area that includes creating a regional strategic plan that addressed the needs of the local labor market economy, aligning the needs of employers with talent development strategies, and convening system stakeholders to align economic, education, workforce, and business efforts.
  
- III. **DEFINITIONS:**
  - Chief Local Elected Official (CLEO):** is the designated Chairman of the Consortium that is selected by its members to represent the Consortium
  - Consortium:** elected officials representing one of the five counties – Lake, Osceola, Orange, Seminole, and Sumter – served by CSCF as **designated** by each County Commission to serve.
  - Director:** means an individual member of the CareerSource Central Florida Board of Directors
  - Region:** is comprised of the five counties served by CareerSource Central Florida (CSCF): Lake, Orange, Osceola, Seminole, and Sumter
  - Person with optimum policy making authority –** an individual who can reasonably be expected to speak affirmatively on behalf of the entity he or she represents and to commit that entity to a chosen course of action.

#### IV. **REFERENCES:**

[Public Law 113-128, Workforce Innovation and Opportunity Act, Sections 106 and 107](#)

[20 Code of Federal Regulations 679.320](#)

[Sections 445.004 and 445.007 F.S.](#)

[CSF Administrative Policy 091](#)

#### V. **POLICY:**

##### **A. Consortium of Chief Elected Officials**

The Consortium of Chief Elected Officials, as outlined in the Region 12 Central Florida Area Workforce Development Consortium Interlocal Agreement, has the following responsibilities:

1. Elects from among its five members, one member to act as Chair of the Consortium and one member to act as the Vice Chair.
2. Designates Chair of the Consortium as the **chief local elected official (CLEO)** for the local workforce development area.
3. Designates CareerSource Central Florida (CSCF) as the local workforce development board.
4. Appoints the membership of CareerSource Central Florida Board of Directors. The CLEO may not delegate this responsibility to the executive director or to staff.
5. Designates CareerSource Central Florida as the administrative entity and fiscal agent for all programs promulgated under the Workforce Innovation and Opportunity Act (WIOA).
6. Meets during each fiscal year, no less than semi-annually, to conduct such business as necessary. At least one of the two meetings shall be a joint meeting between the Consortium and the CSCF Board of Directors. The Consortium shall comply with the Florida Sunshine Law requirements.
7. Approves the CareerSource Central Florida annual fiscal year budget.

##### **B. CareerSource Central Florida Board of Directors**

The Consortium will appoint members of the board based on the following criteria:

1. Individuals must have substantial management, optimum policymaking, or hiring authority within the organizations, agencies, or entities they represent.
2. Represent the diverse geographic areas within the region.

The composition of the CSCF Board of Directors shall include:

1. Businesses:
  - a. A majority of the CSCF Board (minimum 51%) must represent businesses as owners, chief executives, operating officers, other business executives or employers with optimum policymaking or hiring authority.
  - b. Representative from large, medium, and small

businesses that provide high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area.

- c. Individuals nominated by local business organizations and business trade associations.
2. Labor Organizations /Apprenticeships (20% of Board members):
    - a. Must include one of more representatives of labor organizations.
    - b. Must include one representative from a joint labor-management apprenticeship program, or an apprenticeship program in the area (if it exists).
    - c. May include representatives of community-based organizations with experience in addressing the employment needs of individuals with barriers to employment.
    - d. May include representatives of organizations with demonstrated experience addressing employment, training/education needs of eligible youth.
  3. Education and Training Providers:
    - a. Must include one representative administering adult education and literacy activities under WIOA Title II.
    - b. Must include one representative of higher education institutions (including community colleges).
    - c. May include one representative of local educational agencies and community-based organizations with experience addressing education of training needs of individuals with barriers to employment.

\*Note: Representatives for adult education, literacy and higher education must be appointed from among individuals nominated by local education and training providers or institutions if there are multiple eligible providers in the local area.
  4. Governmental and economic/community development entities:
    - a. Must include one representative of economic and community development entities.
    - b. Must include one representative of Wagner-Peyser programs.
    - c. Must include one representative of Vocational Rehabilitation programs.
    - d. May include representatives of agencies or entities administering transportation, housing, and public assistance programs.
  5. Other entities:
    - a. May include other individuals or representatives of entities that the chief elected official may determine

appropriate.

The term of each Director's appointment is three (3) years, beginning the first day of July of the year of appointment, and continuing through the last day of June in year three (3). There is a maximum term of eight (8) years, (2 three-year terms and 1 two-year term) unless the member is a representative of a government entity. One-Third (1/3) of all terms will expire annually.

Directors will be eligible for re-appointment without re-nomination for an additional term having a maximum of three (3) years by the Consortium.

### **C. CareerSource Central Florida Board Chairperson**

The CSCF chairperson is elected by the members of the Board of Directors and must be a business representative on the board. The chairperson will serve a term of no more than two years and can serve no more than two terms.

The Chairperson is responsible for:

- a. Presiding over at all meetings of the Board and determining the agenda for all Board meetings in consultation with the President/CEO.
- b. Making all Committee appointments other than the officers elected.
  - a. Serving as an ex-officio member of all committees with the exception of the Executive Committee, for which the Chairperson may opt to serve either as committee chair or as a regular committee member.

### **D. Standing Committees**

CareerSource Central Florida has designated the below standing committees to provide information and to assist CSCF Board of Directors in carrying out its required activities, as prescribed in WIOA sec 107(b)(4).

#### **a) Executive Committee:**

The Executive Committee will have a minimum of five (5) board members, which include the Board officers and the Chairs of standing committees. Membership is expanded to ensure each of the five counties in the Region is represented. The Board of Directors extends full authority to this committee to act on its behalf regarding the organization's business matters in accordance with CareerSource Central Florida's bylaws and policies

#### **b) Finance Committee:**

Chaired by the Treasurer, the Finance Committee reviews

periodic reports on the financial activities of the organization; controls and supervises its financial affairs; oversees its retirement plan; and approves budgets and budget amendments.

c) Audit Committee:

Provides oversight through review of monitoring reports and audits of CSCF. Reviews and approves CSCF's responses to any audit findings or observations. Reviews and evaluates the adequacy of internal accounting controls and practices, ethics and conflicts-of-interest policies, and makes recommendations for revisions and additions as necessary and appropriate. Includes accounting professionals representing each of the region's counties.

d) Community Engagement Committee:

Recommends outreach strategies and policies to ensure the organization is aligned and engaged with other community, civic, workforce and economic development activities.

e) Career Services Committee:

The purpose of the Career Services Committee is to provide policy guidance and strategic oversight as it relates to the operation of programs and service delivery throughout CSCF's five county area. The committee will also establish budget priorities with the goal of maximizing resources and approving local policy to allow achievement of desired business services, adult and youth performance outcomes.

f) Governance Committee:

Reviews the CSCF Articles of Incorporation and By-laws and recommends changes to the Board of Directors. Identifies a process to recruit Board members and officers and evaluates the Board's effectiveness. Responsible for establishing risk management policies and continuing operation plans.

g) Revenue Diversity Committee:

A committee formed to provide guidance and strategies for pursuing alternate funding opportunities that align with the mission, vision, and priorities of CSCF and the region it serves.

h) Facilities Committee:

Ad Hoc committee formed to provide guidance and expertise to CSCF admin staff regarding lease negotiations, estimates for buildouts, and other similar situations.

i) Advisory Committees:

Advisory Committees will be formed on an as needed basis.

## **E. Board Member Vacancies, Term Limits and Removal**

Board members who no longer hold the position or status that made them eligible appointees must resign or be removed by the CLEO. Vacancies must be filled within a reasonable amount of time, but no more than 12 months from the vacancy occurrence.

A Board member may be removed at any time, with or without cause, by a majority vote of the Consortium, except, however, a Board member who is a representative of the private sector may be removed only by the Consortium member of his or her respective county. Additionally, the CLEO may remove a Board member for cause. The Board may recommend to the CLEO removal of a director when, in the judgement of the Board, the best interest of CSCF will be served.

**F. Certification of Central Florida Regional Workforce Development Board**

A Local Workforce Development Board (LWDB) must be certified every two years for each local area in the state, based on the criteria described in WIOA sec. 107(b). For second, or subsequent certification, certification must also be based on the extent to which the local area ensures workforce investment activities carried out in the local area to meet the corresponding performance accountability measures and achieve fiscal integrity as defined in WIOA sec. 106(e)(2). CareerSource Central Florida will submit requested certification documents to DEO during the certification process.

**VI. INQUIRIES:**

***Policy:*** Questions regarding this policy should be directed to the President & CEO of CSCF. Any updates to this policy will be communicated through the Chief Operating Officer or their designee and noted on page one of the policy.

**VII. ATTACHMENTS**

CSCF Board Required Seat Composition Sample

**CareerSource Central Florida  
Required Board Composition  
FY: 2021-2022**

<b>Business Seats (51%+)</b>	<b>Mandatory Seats</b>
<p><u>Characteristics:</u></p> <ul style="list-style-type: none"> <li>• Private, for-profit businesses or organizations representing businesses</li> <li>• CEOs, COOs or executives who have substantial management or policy responsibility</li> <li>• Business owners</li> <li>• Appointed proportionally to relative population of 5 counties</li> <li>• All counties have a least two members</li> </ul> <p><u>Current Business Seat Count per County:</u></p> <p>Orange: 8 Osceola: 3 Seminole: 3 Lake: 2 Sumter: 2</p> <p><b><u>Total: 18</u></b></p> <p><i>The Chair of Local Workforce Development Board must be from the business community</i></p>	<p><u>Mandatory Areas of Representation:</u></p> <ul style="list-style-type: none"> <li>• Labor / Apprenticeship, Community-Based Organizations (CBO) - <i>at least 20% representation</i></li> <li>• Education</li> <li>• Economic / Community Development</li> </ul> <p><u>Current Mandatory Seats (all counties):</u></p> <p>Labor / Apprenticeships / CBOs: 6 (Labor &amp; Apprenticeship) (Labor &amp; Apprenticeship) (CBO- Youth) (CBO) (CBO-Disab) (CBO-Disab/Vet)</p> <p>Education: 4 (ETPA) (ETPA) (ETPC) (ETPC)</p> <p>Economic / Community Development: 4 (GRVRD – VR &amp; Ind w/Disab) (GRED) (GRED) (GRO)</p> <p style="text-align: right;"><b><u>Total: 14</u></b></p>
<b>GRAND TOTAL: 32 BOARD MEMBERS</b>	

Reference: Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, Section 107  
 CareerSource Florida – Administrative Policy (#91), Section IV  
 CareerSource Central Florida Bylaws, Article VI  
 Central Florida Area Workforce Development Consortium - Interlocal Agreement, Section II

**Attachment G**

**Attachment H**



Contract #C-22-0544-KP  
Approval Date: 11/16/21

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**CareerSource Central Florida**  
**and**  
**The School Board of Osceola County Secondary and**  
**Post-Secondary Career and Technical Education & Adult &**  
**Family Literacy Education Programs**

This is a Memorandum of Understanding executed by and between CareerSource Central Florida, with principal offices at 399 North Orange Avenue, Suite 700, Orlando, Florida 32801 (hereinafter referred to as "CSCF"), and The School Board of Osceola County, Florida, Secondary and Post-Secondary Career and Technical Education, located at 817 Bill Beck Boulevard, Kissimmee, Florida 34744 (hereinafter referred to as "Osceola AE/CTE"), collectively referred to as the "Parties."

**1. PURPOSE:**

The purpose of this MOU is to enhance the cooperative working relationship between CSCF and the region's adult education partners, and to define the respective roles and responsibilities in achieving the policy objectives as intended under the Workforce Innovation and Opportunity Act (WIOA Section 167), the State of Florida Workforce Innovation and Opportunity Act Unified Plan 2020 – 2024, the American Education and Family Literacy Act (AEFLA), and FL House Bill 1507.

The Act requires that a Memorandum of Understanding (MOU) be developed and executed between the local workforce development board, in this case, CSCF, and the WIOA required partners representing Adult Education and Family Literacy providers, and Career and Technical Education (CTE) providers, in this case, The School Board of Osceola County – Secondary and Post-Secondary Career & Technical Education and Adult & Family Literacy Education Programs.

Florida's strategic vision for WIOA implementation will be realized by:

- Enhance alignment and market responsiveness of workforce, education and economic development systems through improved service integration that provides businesses with skilled, productive, and competitive talent and Floridians with employment, education, training and support services that reduce welfare dependence and increase opportunities for self-sufficiency, high-skill and high-wage careers and lifelong learning.
- Promote accountable, transparent, and data-driven workforce investment through performance measures, monitoring and evaluation that informs strategies, drives operational excellence, leads to the identification and replication of best practices, and empowers an effective and efficient workforce delivery system.
- Improve career exploration, educational attainment and skills training for in-demand industries and occupations for Florida youth that lead to enhanced employment, career development, credentialing, and post-secondary education opportunities.

These objectives will be accomplished locally by developing mutually beneficial strategies that connect individuals to jobs, basic educational or occupational skills learning opportunities, post-secondary certificates or degree options, and basic career counseling to help with understanding the job market and enter a career. The partnership will also collaborate to create methods to ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the one-stop delivery system (34CFR §463.500(4)(6), WIOA, Subtitle B, Chapter 1 §121(c)(2)(A)(iv)).

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers may be reached by using TTY/TTD equipment via the Florida Relay Service at 711. If you need accommodations, call 1-800-757-4598. CareerSource Florida Member.

NOW, THEREFORE, the following is a framework for the cooperation between the Parties:

## **2. PARTNERSHIP ROLES AND RESPONSIBILITIES:**

Each agency agrees to promote the provision of that agency's authorized core services, as defined by WIOA through the one-stop delivery system.

- A. CareerSource Central Florida provides workforce services in Lake, Orange, Osceola, Seminole, and Sumter counties and will work the region's adult education partners to promote regional partnerships to ensure collaboration and coordination to improve learner outcomes. In Osceola County, CSCF will work with Osceola AE/CTE by:
- 1) Providing information through orientation and individual meetings to discuss employment and training services and resources available to adult education learners and graduates.
  - 2) Providing information and training to adult education partner staff and adult learners on the state's job bank system to assist in increasing student access to job leads and labor market information.
  - 3) Facilitating and supporting meetings and events, such as recruitment events, education days, career fairs, etc. and share information that will assist in connecting adult learners to employment, credentialing, and training opportunities.
  - 4) Supporting and partnering with Osceola AE/CTE programs to assist in bridging the gap between high school diploma attainment and post-graduate planning to increase the number of learners who continue to engage in careers.
  - 5) Scheduling a CSCF career consultant, based on need and availability, to hold office hours virtually or at adult education campuses. CSCF and Osceola AE/CTE staff will conduct joint sessions for co-enrolled participants to share information on how the partners will coordinate services on their behalf.
  - 6) Collaborate with Osceola AE/CTE staff to coordinate options for internship or on-the-job opportunities, based on funding availability and Board strategic priorities, for eligible students who finish a program of study but may lack work experience and could benefit from hands-on job training.
- B. The School of Osceola County, through its Adult Education and Family Literacy, and Career and Technical Education programming, provides adult education, workforce training, family literacy, integrated English literacy and civics education, and integrated education and training to Osceola County residents. Osceola AE/CTE will partner with CSCF by:
- 1) Providing a regular, onsite liaison to conduct instruction and/or orientations at CSCF Career Center regarding adult education and career education options. The liaisons will also educate CSCF staff on services available.
  - 2) Providing certified instructors to for GED instruction and staff for registering and testing shared participants.
  - 2) Providing instructional materials and supplies for contextualized learning strategies and career planning at mutually supported location(s).
  - 3) Developing and utilizing a referral method for current and newly enrolled students needing CSCF wrap-around support, employment services, and/or occupational skills training.
  - 4) Collaborating on engaging current students to register in the state's job bank with a professional resume for consideration of employment opportunities.
- C. Both CSCF and Osceola AE/CTE will coordinate efforts to meet participant educational, training, and job placement needs by:

- 1) Displaying each partners organization's logo on its websites to highlight this partnership.
- 2) Coordinating WIOA and Pell Grant resources to support a student's training aspirations that align with the region / county's high growth industries.
- 3) Collaboratively sponsoring events that highlight employment opportunities for high growth industry sectors to graduating students.
- 4) Developing a data sharing approach to capture participant program milestones, credentials, and employment or continued education information.
- 5) Meeting quarterly to discuss strategies, performance, regional workforce coordination strategies and potential new initiatives. CSCF and Osceola AE/CTE will collaborate to support successful completion by participants, which could include:
  - Career preparations programs
  - Tutoring and remediation support
  - Access to financial literacy workshop
  - Sharing information and perspectives from industry that can support this work.

### 3. DATA ACCESS AND SHARING

CSCF and Osceola AE/CTE will facilitate integration of services and provide cross-access or protected information from systems of customer data within the applicable federal and state privacy laws and regulations governing all programs. All state and federal confidentiality regulations regarding the creation, maintenance and/or use of records shall be in effect. Client records and/or Information may be shared among CSCF and Osceola AE/CTE subject to these confidentiality requirements.

Client Information shall be shared solely for the purpose of eligibility, enrollment, referral, provision of services and documentation of milestones and/or milestones. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties, subject to Florida law requirements on Public Records, Ch. 119, F.S.

**Data Confidentiality-** CSCF will partner with Osceola AE/CTE to implement appropriate measures designed to ensure the confidentiality and security of any information which applicable law requires be held confidential ("Protected Information"), to protect against any anticipated hazards or threats to the integrity or security of the Protected Information, to protect against unauthorized access or disclosure of the Protected information, and to prevent any other action that could result in substantial harm to Osceola AE/CTE or an individual identified with the Protected Information in CSCF's custody.

**Compliance with Laws and SCHOOL BOARD Procedures** - CSCF will not knowingly permit any of CSCF's personnel to have access to any partner facility or any partner records or data if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony.

CSCF also agrees to comply with all applicable state and federal laws, regulations, and partner policies including Privacy Rights of Students, Computer Users' Responsibilities, Security of Computing Resources, Security of Data, Privacy of Computing Resources, the Family Educational Records Protection Act (FERPA), Health Information Privacy and Accountability Act (HIPAA), Children's Internet Protection Act (CIPA) and the Gramm-Leach Bliley Act (GLBA).

**Data Security** - CSCF agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.):

- A. Data Transmission. CSCF agrees that all transmission or exchange of system application data shall take place via secure means, e.g., HTTPS, FTPS, SFTP or equivalent means.

- B. **Data Storage and Backup.** CSCF agrees that all relevant partner data will be stored, processed, and maintained solely on designated servers and that no partner data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of CSCF's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a partner officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the partner's Chief Information Security Officer for any general or specific case. CSCF agrees to store all backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128-bit key.
- C. **Data Re-Use.** CSCF agrees that all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of CSCF. As required by Federal law, CSCF further agrees that no partner data of any kind shall be revealed, transmitted, exchanged, or otherwise passed to other CSCF or interested parties except on a case-by-case basis as specifically agreed to in writing by the partner.

**End of Agreement Data Handling** - Except as required by FDOE/DOL record keeping requirements, to the extent allowed by law, CSCF agrees that upon termination of this Agreement, or future agreement between the parties for similar services, it shall return to the partner all data provided in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within seven days of the request from the partner, whichever shall come first.

**Data Breach** - CSCF agrees to comply with the State of Florida Database Breach Notification Act set forth in Florida Statutes §501.171. In the event of a breach described in Florida Statutes §501.171 ("Notification Event"), CSCF will notify partner immediately and will comply with the requirements of Florida Statutes §501.171, including assuming the responsibility for informing, to the extent required by applicable law, all such individuals in accordance with applicable law. CSCF agrees to indemnify, hold harmless and defend The School Board and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

**Mandatory Disclosure of Protected Information** - If either party becomes compelled by law or regulation (including securities laws) to disclose any information which applicable law or this Agreement requires be held confidential ("Protected Information"), then such party will provide the other party with prompt written notice so that such other party may seek an appropriate protective order or other remedy. If a remedy acceptable to the party whose Protected Information is at issue is not obtained by the date that the party subject to the disclosure requirement must comply with such requirement, then such party will furnish only that portion of the Protected Information that it is legally required to furnish, and to the extent allowed by law, such disclosing party shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.

**Remedies for Disclosure of Confidential Information** - Both parties acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage the party whose Protected Information is disclosed in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give the affected party the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief. Each party further grants the other party the right, but not the obligation, to enforce these provisions in its name against any of such party's employees, officers, board members, owners, representatives, agents,

contractors, and subcontractors violating the above provisions.

**Safekeeping and Security** - As part of the services provided under this Agreement, CSCF will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to CSCF's employees, agents, or subcontractors, if any. CSCF agrees to require its employees to promptly report a lost or stolen access device or information.

**Non-Disclosure** - Each party is permitted to disclose the other party's Protected Information to its employees, authorized subcontractors, agents, consultants, and auditors on a need-to-know basis only.

**Request for Additional Protection** - From time to time, the parties may reasonably request that each modify or increase its protection of the confidentiality of certain Protected Information as necessary to ensure that confidentiality is maintained. Such modifications to the methods or manners by which the confidentiality of the Protected Information is maintained will be mutually agreed upon by the parties in a written amendment to this Agreement.

**Rights in Data** - Osceola AE/CTE is, and will remain, the owner of all data provided to CSCF by Osceola AE/CTE pursuant to this agreement. CSCF will not use such data for any purpose other than providing Services and support to customer under this agreement, nor will any part of such data be sold, assigned, leased, or otherwise disclosed to third parties (other than authorized subcontractors for purposes of performance of the Services) or commercially exploited by or on behalf of CSCF. CS will not possess or assert any lien or other right against such data. Osceola AE/CTE agrees not to provide or otherwise make the Software (including the software used to provide the services described herein, related documentation and training videos, website, and the screen images created by such software), or any portion of thereof, available in any form to any person, except in strict conformity with the terms and conditions of this Agreement.

#### **4. GOVERNING LAW AND LANGUAGE; JURISDICTION**

This MOU shall be governed by and construed in accordance with the laws of the State of Florida. All legal action necessary arising out of the Agreement will have its venue in Orange County and the Agreement will be interpreted according to the laws of Florida.

#### **5. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Parties acknowledge that they are independent contractors and no other relationship, including partnership, joint venture, employment, franchise, master/servant, or principal/agent is intended by this MOU. Neither Party shall have the right to bind or obligate the other.

#### **6. DURATION, MODIFICATION AND TERMINATION OF THE MOU**

It is mutually understood that this MOU shall not become effective until signed. This MOU shall remain in effect through **June 30, 2024**. Renewal is at the discretion of one or both parties and shall be exercised within thirty (30) days prior to the expiration of the agreement. Such renewals may be documented with an Amendment to this MOU that extends the Term of the MOU in one-year increments. The MOU may be amended at any time, in writing, and with mutual consent of both parties. Either party may terminate the MOU, in writing, without cause, with a thirty (30) calendar day notification.

Either party may cancel its participation in whole or in part at any time, for any reason, with or without cause, with thirty (30) days written notice to the other party.

#### **7. COST SHARING COMPLIANCE**

CSCF is required to identify a minimum of one certified One-Stop Center that serves as an American Jobs Center and coordinates services with identified WIOA required partners. The region's dedicated one-stop center, as the certified One-Stop Center in the Central Florida region is in Orange County.

Osceola AE/CTE, as the duly authorized agent of CSCF, agrees to satisfy the requirements of 34CFR §463.500(2)(i), 34CFR §463.755, 34CFR §463.720, WIOA, Subtitle B, Chapter 1 §121(c)(2)(A)(ii) as applicable; however, Osceola AE/CTE is not required to provide its proportionate share of local infrastructure costs based on proportionate use of the region's dedicated one-stop center as the partner does not provide services in Orange County.

## 8. ADDITIONAL TERMS

- A. Sovereign Immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of The School Board sovereign immunity protection and limitations of liability pursuant to Section 768.28, Florida Statutes.
- B. No Restrictions. The Parties understand and agree that neither Party is restricted from working or cooperating with other organizations, entities or individuals for a similar purpose or activity.
- C. No obligation/Commitment. The Parties understand and agree that this is a partnership effort and there is no obligation or commitment on either Party to complete or undertake any or all of the activities described in Sections 1, and 2 of this MOU.
- D. No Third-Party Beneficiaries. Unless otherwise expressly provided, no provisions of this MOU are intended or shall be construed to confer upon or give to any person or entity other than the Parties any rights, remedies or other benefits under or by reason of this MOU.
- E. Expenses. Each Party shall bear its own expenses in connection with their cooperation in accordance with this MOU, and any actions taken by either Party in reliance on this MOU shall be at such Party's sole risk and expense. Notwithstanding the foregoing, should either Party incur any expenses, including but not limited to travel expenses, printing or other similar expenses on behalf of, at the direction of, or upon the request of the other Party, the other Party agrees to promptly reimburse such expenses.

## 8. NOTICE

All formal notices, proposed changes, and determinations between the Parties hereto including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by United States mail, postage prepaid, to the parties at the contact information listed below:

**The School Board of Osceola County**  
**Attention: Jeff Arnott**  
**Executive Director Secondary &**  
**Post-Secondary Career and Technical Ed**  
**817 Bill Beck Boulevard**  
**Kissimmee, Florida 34744**

**CareerSource Central Florida**  
**Attention: Mimi Coenen**  
**390 N. Orange Avenue, Suite 700**  
**Orlando, Florida 3280**

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding by persons duly authorized as of the date and year first above written.

**School Board of Osceola County**

  
Dr. Debra P. Pace, Superintendent

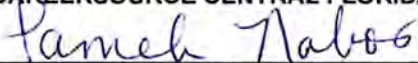
11/16/21  
Date

WITNESS:



11/16/21  
Date

**CAREERSOURCE CENTRAL FLORIDA**

  
PAMELA NABORS, President & Chief Executive Officer

11/11/2021  
Date

WITNESS:



11/11/2021  
Date

**AMENDMENT NUMBER #1**  
**PROGRAM YEAR 2021 – 2022**  
**TO**  
**ORIGINAL MEMORANDUM OF UNDERSTANDING &**  
**INFRASTRUCTURE FUNDING AGREEMENT**  
**BETWEEN**  
**PINELLAS COUNTY URBAN LEAGUE**  
**AND**  
**CAREERSOURCE CENTRAL FLORIDA**

THIS IS AMENDMENT #1 entered into by and between CareerSource Central Florida, herein after referred to as CareerSource Central Florida, with administrative offices located at **390 N. Orange Ave, Suite 700, Orlando, FL 32801** and **Pinellas County Urban League**, having its principle office at **333 31<sup>st</sup> Street North, St. Petersburg, Florida 33713** hereinafter referred to as PARTNER, to begin on 07/01/2021 the date this amendment is to be executed by the parties through June 30, 2022.

THIS AMENDMENT is to update the Infrastructure Funding Agreement for the new Program Year beginning July, 1, 2021 – June 30, 2022 based on the estimated costs for the AJC One-Stop Operating Budget and the Partner's Contribution based on the On-Site Representation Schedule.

WITNESSETH THAT:

WHEREAS, CareerSource Central Florida and the **PARTNER** entered into an original agreement effective 07/01/2020: and,

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties agree to amend PARTNER's Agreement as follows:

1. Attachment A – One Stop Operating Budget – updated with budgeted amounts for Program Year 21 (PY 21), based on estimates and actual historical costs, for the Operations of the AJC from July 1, 2021 – June 30, 2022.
2. Attachment B – Partners On-Site Representation Schedule – updated for PY 21, July 1, 2021 – June 30, 2022 to indicate Partner Contribution for PY 21.
3. All provisions of said Agreement, which are not in conflict with this Amendment, shall continue to be enforced in accordance with the terms and conditions therein.
4. The effective date of this amendment shall be 07/01/2021.




EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature:


**AS TO PINELLAS COUNTY URBAN LEAGUE**

BY:   
Signature

TITLE: 

DATE: 3/23/22

**AS TO CAREERSOURCE CENTRAL FLORIDA:**

BY:   
Signature

TITLE: COO

DATE: 9/2/21

Attachment A – One Stop Operating Budget 2021 - 2022  
Attachment B – Partners On-Site Representation Schedule

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**CareerSource Central Florida**  
**and**  
**Seminole State College of Florida**

This is a Memorandum of Understanding executed by and between CareerSource Central Florida, with principal offices at 399 North Orange Avenue, Suite 700, Orlando, Florida 32801 (hereinafter referred to as "CSCF"), and The District Board of Trustees of Seminole State College of Florida, on behalf of its Academic Foundations programs, located at 100 Weldon Boulevard, Sanford, Florida 32773 (hereinafter referred to as "SSC" or a "partner"), collectively referred to as the "Parties."

**1. PURPOSE:**

The purpose of this MOU is to enhance the cooperative working relationship between CSCF and the region's adult education partners, and to define the respective roles and responsibilities in achieving the policy objectives as intended under the Workforce Innovation and Opportunity Act (WIOA Section 167), the State of Florida Workforce Innovation and Opportunity Act Unified Plan 2020 – 2024, the American Education and Family Literacy Act (AEFLA), and FL House Bill 1507.

The Act requires that a Memorandum of Understanding (MOU) be developed and executed between the local workforce development board, in this case, CSCF, and the WIOA required partners representing Adult Education and Family Literacy providers, and Career and Technical Education (CTE) providers, in this case, Seminole State College of Florida.

Florida's strategic vision for WIOA implementation will be realized by:

- Enhance alignment and market responsiveness of workforce, education and economic development systems through improved service integration that provides businesses with skilled, productive, and competitive talent and Floridians with employment, education, training and support services that reduce welfare dependence and increase opportunities for self-sufficiency, high-skill and high-wage careers and lifelong learning.
- Promote accountable, transparent, and data-driven workforce investment through performance measures, monitoring and evaluation that informs strategies, drives operational excellence, leads to the identification and replication of best practices, and empowers an effective and efficient workforce delivery system.
- Improve career exploration, educational attainment and skills training for in-demand industries and occupations for Florida youth that lead to enhanced employment, career development, credentialing, and post-secondary education opportunities.

These objectives will be accomplished locally by developing mutually beneficial strategies that connect individuals to jobs, basic educational or occupational skills learning opportunities, post-secondary certificates or degree options, and basic career counseling to help with understanding the job market and enter a career. The partnership will also collaborate to create methods to ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the one-stop delivery system (34CFR §463.500(4)(6), WIOA, Subtitle B, Chapter 1 §121(c)(2)(A)(iv)).

NOW, THEREFORE, the following is a framework for the cooperation between the Parties:

**2. PARTNERSHIP ROLES AND RESPONSIBILITIES:**

Each agency agrees to promote the provision of that agency's authorized core services, as defined by

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers may be reached by using TTY/TTD equipment via the Florida Relay Service at 711. If you need accommodations, call 1-800-757-4598. CareerSource Florida Member.

WIOA through the one-stop delivery system.

- A. CareerSource Central Florida provides workforce services in Lake, Orange, Osceola, Seminole, and Sumter counties and will work the region's adult education partners to promote regional partnerships to ensure collaboration and coordination to improve learner outcomes. In Seminole County, CSCF will work with SSC by:
- 1) Providing information through orientation and individual meetings to discuss employment and training services and resources available to adult education learners and graduates.
  - 2) Providing information and training to adult education partner staff and adult learners on the state's job bank system to assist in increasing student access to job leads and labor market information.
  - 3) Facilitating and supporting meetings and events, such as recruitment events, education days, career fairs, etc. and sharing information that will assist in connecting adult learners to employment, credentialing, and training opportunities.
  - 4) Supporting and partnering with SSC programs to assist in bridging the gap between high school diploma attainment and post-graduate planning to increase the number of learners who continue to engage in careers.
  - 5) Scheduling a CSCF career consultant, based on need and availability, to hold office hours virtually or on campuses. CSCF and SSC staff will conduct joint sessions for co-enrolled participants to share information on how the partners will coordinate services on their behalf.
  - 6) Collaborate with SSC staff to coordinate options for internship or on-the-job opportunities, based on funding availability and Board strategic priorities, for eligible students who finish a program of study but may lack work experience and could benefit from hands-on job training.
- B. SSC, through its Adult Education and Family Literacy, and Career and Technical Education programming, provides adult education, workforce training, family literacy, integrated English literacy and civics education, and integrated education and training to Seminole County residents. SSC will partner with CSCF by:
- 1) Providing a regular, onsite liaison to conduct instruction and/or orientations at CSCF Career Center regarding adult education and career education options. The liaisons will also educate CSCF staff on services available.
  - 2) Providing properly credentialed instructors for GED instruction and staff for registering and testing shared participants.
  - 3) Providing instructional materials and supplies for contextualized learning strategies and career planning at mutually supported location(s).
  - 4) Developing and utilizing a referral method for current and newly enrolled students needing CSCF wrap-around support, employment services, and/or occupational skills training.
  - 5) Collaborating on engaging current students to register in the state's job bank with a professional resume for consideration of employment opportunities.
- C. Both CSCF and SSC will coordinate efforts to meet participant educational, training, and job placement needs by:
- 1) Displaying each partner's organization's logo on its websites (where appropriate) to highlight this partnership.
  - 2) Coordinating WIOA and Pell Grant resources to support a student's training aspirations that align with the region / county's high growth industries.
  - 3) Collaboratively sponsoring mutually-identified and agreed events that highlight employment opportunities for high growth industry sectors to graduating students.

- 4) Developing a data sharing approach to capture participant program milestones, credentials, and employment or continued education information, subject to compliance with applicable privacy laws.
- 5) Meeting quarterly to discuss strategies, performance, regional workforce coordination strategies and potential new initiatives. CSCF and SSC will collaborate to support successful completion by participants, which could include:
  - Career preparations programs
  - Tutoring and remediation support
  - Access to financial literacy workshop
  - Sharing information and perspectives from industry that can support this work.

### 3. DATA ACCESS AND SHARING

CSCF and SSC will facilitate integration of services and provide cross-access or protected information from systems of customer data within the applicable federal and state privacy laws and regulations governing all programs. All state and federal confidentiality regulations regarding the creation, maintenance and/or use of records shall be in effect. Participant records and/or information may be shared among CSCF and SSC subject to these confidentiality requirements.

Participant Information shall be shared solely for the purpose of eligibility, enrollment, referral, provision of services and documentation of milestones. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties, subject in all respects to Florida law requirements on Public Records, Ch. 119, F.S.

**Data Confidentiality-** CSCF will partner with SSC to implement appropriate measures designed to ensure the confidentiality and security of any information which applicable law requires be held confidential ("Protected Information"), to protect against any anticipated hazards or threats to the integrity or security of the Protected Information, to protect against unauthorized access or disclosure of the Protected information, and to prevent any other action that could result in substantial harm to SSC or an individual identified with the Protected Information in CSCF's custody.

**Compliance with Laws and College Procedures -** CSCF will not knowingly permit any of CSCF's personnel to have access to any partner facility or any partner records or data if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony.

CSCF also agrees to comply with all applicable state and federal laws, regulations, and partner policies including Privacy Rights of Students, Computer Users' Responsibilities, Security of Computing Resources, Security of Data, Privacy of Computing Resources, the Family Educational Records Protection Act (FERPA), Health Information Privacy and Accountability Act (HIPAA), Children's Internet Protection Act (CIPA) and the Gramm-Leach Bliley Act (GLBA).

**Data Security -** CSCF agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.):

- A. Data Transmission. CSCF agrees that all transmission or exchange of system application data shall take place via secure means, e.g., HTTPS, FTPS, SFTP or equivalent means.
- B. Data Storage and Backup. CSCF agrees that all relevant partner data will be stored, processed, and maintained solely on designated servers and that no partner data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of CSCF's designated backup and recovery

processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a partner officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the partner's Chief Information Officer for any general or specific case. CSCF agrees to store all backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128-bit key.

- C. **Data Re-Use.** CSCF agrees that all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of CSCF. As required by Federal law, CSCF further agrees that no partner data of any kind shall be revealed, transmitted, exchanged, or otherwise passed to other CSCF or interested parties except on a case-by-case basis as specifically agreed to in writing by the partner or the affected data subject, as applicable.

**End of Agreement Data Handling** - Except as required by FDOE/DOL record keeping requirements, to the extent allowed by law, CSCF agrees that upon termination of this Agreement, or future agreement between the parties for similar services, it shall return to the partner all data provided in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within seven days of the request from the partner, whichever shall come first.

**Data Breach** - CSCF agrees to comply with the State of Florida Database Breach Notification Act set forth in Florida Statutes §501.171. In the event of a breach described in Florida Statutes §501.171 ("Notification Event"), CSCF will notify partner immediately and will comply with the requirements of Florida Statutes §501.171, including assuming the responsibility for informing, to the extent required by applicable law, all such individuals in accordance with applicable law. CSCF agrees to indemnify, hold harmless and defend SSC and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

**Mandatory Disclosure of Protected Information** - If either party becomes compelled by law or regulation (including securities laws) to disclose any information which applicable law or this Agreement requires be held confidential ("Protected Information"), then such party will provide the other party with prompt written notice so that such other party may seek an appropriate protective order or other remedy if that party's data is potentially subject to disclosure. If a remedy acceptable to the party whose Protected Information is at issue is not obtained by the date that the party subject to the disclosure requirement must comply with such requirement, then such party will furnish only that portion of the Protected Information that it is legally required to furnish, and to the extent allowed by law, such disclosing party shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.

**Remedies for Disclosure of Confidential Information** - Both parties acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage the party whose Protected Information is disclosed in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give the affected party the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief.

**Safekeeping and Security** - As part of the services provided under this Agreement, CSCF will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to CSCF's employees, agents, or subcontractors, if any. CSCF agrees to require its employees to promptly report a lost or stolen access device or information.

**Non-Disclosure** - Each party is permitted to disclose the other party's Protected Information to its employees, authorized subcontractors, agents, consultants, and auditors on a need-to-know basis only.

**Request for Additional Protection** - From time to time, the parties may reasonably request that each modify or increase its protection of the confidentiality of certain Protected Information as necessary to ensure that confidentiality is maintained. Such modifications to the methods or manners by which the confidentiality of the Protected Information is maintained will be mutually agreed upon by the parties in a written amendment to this Agreement.

**Rights in Data** - SSC is, and will remain, the owner of all data provided to CSCF by SSC pursuant to this agreement. CSCF will not use such data for any purpose other than providing Services and support to customer under this agreement, nor will any part of such data be sold, assigned, leased, or otherwise disclosed to third parties (other than authorized subcontractors for purposes of performance of the Services) or commercially exploited by or on behalf of CSCF. CSCF will not possess or assert any lien or other right against such data.

#### **4. GOVERNING LAW AND LANGUAGE; JURISDICTION**

This MOU shall be governed by and construed in accordance with the laws of the State of Florida. All legal action necessary arising out of the Agreement will have its venue in Orange County and the Agreement will be interpreted according to the laws of Florida.

#### **5. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Parties acknowledge that they are independent contractors and no other relationship, including partnership, joint venture, employment, franchise, master/servant, or principal/agent is intended by this MOU. Neither Party shall have the right to bind or obligate the other.

#### **6. DURATION, MODIFICATION AND TERMINATION OF THE MOU**

It is mutually understood that this MOU shall not become effective until signed. This MOU shall remain in effect **July 1, 2021 through June 30, 2024**. Renewal is at the discretion of one or both parties and shall be exercised within thirty (30) days prior to the expiration of the agreement. Such renewals may be documented with an Amendment to this MOU that extends the Term of the MOU in one-year increments. The MOU may be amended at any time, in writing, and with mutual consent of both parties. Either party may terminate the MOU, in writing, without cause, with a thirty (30) calendar day notification.

Either party may cancel its participation in whole or in part at any time, for any reason, with or without cause, with thirty (30) days written notice to the other party.

#### **7. COST SHARING COMPLIANCE**

CSCF is required to identify a minimum of one certified One-Stop Center that serves as an American Jobs Center and coordinates services with identified WIOA required partners. The region's dedicated one-stop center, as the certified One-Stop Center in the Central Florida region is in Orange County.

SSC, as the duly authorized agent of CSCF, agrees to satisfy the requirements of 34CFR §463.500(2)(i), 34CFR §463.755, 34CFR §463.720, WIOA, Subtitle B, Chapter 1 §121(c)(2)(A)(ii) as applicable; however, SSC is not required to provide its proportionate share of local infrastructure costs based on proportionate use of the region's dedicated one-stop center as the partner does not provide services in Orange County.

#### **8. ADDITIONAL TERMS**

A. Sovereign Immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges, or

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers may be reached by using TTY/TTD equipment via the Florida Relay Service at 711. If you need accommodations, call 1-800-757-4598. CareerSource Florida Member.

be deemed a waiver of, or limitation of SSC sovereign immunity protection and limitations of liability pursuant to Section 768.28, Florida Statutes.

- B. No Restrictions. The Parties understand and agree that neither Party is restricted from working or cooperating with other organizations, entities or individuals for a similar purpose or activity.
- C. No obligation/Commitment. The Parties understand and agree that this is a relationship of effort only and there is no obligation or commitment on either Party to complete or undertake any or all of the activities described in Sections 1, and 2 of this MOU.
- D. No Third-Party Beneficiaries. Unless otherwise expressly provided, no provisions of this MOU are intended or shall be construed to confer upon or give to any person or entity other than the Parties any rights, remedies or other benefits under or by reason of this MOU.
- E. Expenses. Each Party shall bear its own expenses in connection with their cooperation in accordance with this MOU, and any actions taken by either Party in reliance on this MOU shall be at such Party's sole risk and expense. Notwithstanding the foregoing, should either Party incur any expenses, including but not limited to travel expenses, printing or other similar expenses on behalf of, at the direction of, or upon the request of the other Party, the other Party agrees to promptly reimburse such expenses, subject to compliance with applicable law, regulation, rule, policy or procedure.

#### 8. NOTICE


All formal notices, proposed changes, and determinations between the Parties hereto including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by United States mail, postage prepaid, to the parties at the contact information listed below:

**Seminole State College of Florida Academic Foundations**  
**Attention: William L. Elshoff**  
**100 Weldon Boulevard**  
**Sanford, Florida 32773**

**CareerSource Central Florida**  
**Attention: Mimi Coenen**  
**390 N. Orange Avenue, Suite 700**  
**Orlando, Florida 32801**

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding by persons duly authorized as of the date and year first above written.

The District Board of Trustees of  
Seminole State College of Florida

  
Georgia L. Lorenz, Ph.D., College President

6-22-2021  
Date

Attest:  
  
William Elshoff, Dean - English Language Studies

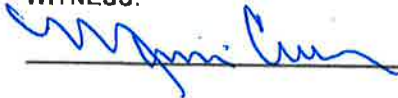
6-22-21  
Date

CAREERSOURCE CENTRAL FLORIDA

  
PAMELA NABORS, President & Chief Executive Officer

6-23-21  
Date

WITNESS:

  
\_\_\_\_\_

6-23-21  
Date

Approved as to Form and Legality

By: JCS Date: 6/18/21

Jonathan Squires, Esq.  
Associate General Counsel  
Seminole State College



**MEMORANDUM OF UNDERSTANDING &  
INFRASTRUCTURE FUNDING AGREEMENT  
FOR CAREERSOURCE CF COMPREHENSIVE  
ONE-STOP CAREER CENTER**

**BY AND BETWEEN  
CAREERSOURCE CENTRAL FLORIDA  
AND  
Florida Division of Blind Services**

**I. PARTIES**

This Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA), (hereafter referred to as the "Agreement") is made pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), (hereafter referred to as the "Act"), and is entered into by **Florida Division of Blind Services** (hereafter referred to as the "Partner") and **CareerSource Central Florida** (hereafter referred to as "CareerSource CF").

The contact information for the Partner is as follows:

**Name:** Theodore Pobst  
**Title:** District Administrator, Division of Blind Services  
**Telephone:** 407-245-0700  
**Email:** Theodore.Pobst@dbs.fldoe.org  
**Address:** 400 West Robinson St. Suite S1026, Orlando, FL 32801

**II. TERM**

This Agreement shall commence on July 1, 2020 and remain in effect through June 30, 2023, regardless of the date of signature. The parties agree to review this Agreement annually to ensure appropriate funding and delivery of services. This Agreement may be terminated at any time by either party upon thirty (30) days written notice.

**III. PURPOSE**

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its One-Stop customer service delivery system. The One-Stop System assures coordination between the activities authorized in and linked to this Act.

The purpose of this Agreement is to describe the cooperative workforce training, employment and economic development efforts of CareerSource CF and its Partners, and the actions to be taken by each to assure coordination of efforts in accordance with state issued requirements to establish and maintain an effective and successful One-Stop System.

This Agreement is intended to coordinate resources, prevent duplication, ensure effective and efficient delivery of workforce services in Local Workforce Area 12 (LWA 12), and establish a financial plan, including terms and conditions, to fund the services and operating costs of the

CareerSource CF customer delivery system. The Parties to this Agreement agree that joint funding is a necessary foundation for an integrated service delivery system. In addition, this Agreement will establish joint processes and procedures that enable the Partner to integrate with the current CareerSource CF service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within LWA 12.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

#### **IV. PROVISION OF SERVICES**

CareerSource CF is designated as the administrative entity and fiscal agent for LWA 12.

##### **A. CareerSource CF will perform the following functions:**

1. Review this Agreement annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.
2. Coordinate with the Partner to provide access to workforce services and programs through the CareerSource CF System, in accordance with published policies and procedures, which include the manner in which the services will be coordinated and delivered through the CareerSource CF System. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.
3. Coordinate with the Partner to ensure the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the CareerSource CF System.
4. Coordinate with the Partner for the funding of the infrastructure costs of the CareerSource CF career centers and the funding of shared services and operating costs in accordance with 29 U.S.C § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.
5. Provide an area for the Partner's meetings and/or co-location as space permits.
6. Model CareerSource CF core values and maintain a professional working environment.
7. Abide by all its policies, rules, and procedures and applicable Florida statutes and rules.

##### **B. The Partner will perform the following functions:**

1. Coordinate with CareerSource CF to provide access to its workforce services and programs through the CareerSource CF System in accordance with published policies and procedures, which include the manner in which the services will be coordinated and delivered through the CareerSource CF System.

2. Coordinate with CareerSource CF to ensure the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the CareerSource CF System.
3. Coordinate with CareerSource CF for the funding of the infrastructure costs of the CareerSource CF career centers and the funding of shared services and operating costs in accordance with 29 U.S.C § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.
4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the CareerSource CF System.
5. Provide CareerSource CF with monthly outcome numbers for performance data tracking.
6. Provide feedback to CareerSource CF management regarding the performance of the Partnership, including its effectiveness and success.
7. Participate in career center periodic meetings to provide updates on the Partner's programs and procedures to CareerSource CF staff.

## **V. METHODS OF INTERNAL REFERRAL**

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program needs to ensure that high quality and convenient services are available to potentially eligible customers of the CareerSource CF system.

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. To facilitate such a system, Partner agrees to:

1. Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners programs represented in the local CareerSource CF network;
2. Develop materials summarizing their program requirements and making them available for Partners and customers;
3. Provide a paragraph regarding a description of services with website link to organization/entity to be placed on the CareerSource CF website for ease and consistency of referrals;
4. Develop and utilize common intake, eligibility determination, assessment, and registration forms;
5. Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under Partner's programs;
6. Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;
7. Commit to robust and ongoing communication required for an effective referral process; and
8. Commit to actively follow up on the results of referrals and assuring that Partner's resources are being leveraged at an optimal level.

## **VI. CONFIDENTIALITY OF RECORDS**

In the event that either party to this Agreement obtains access to any records, files, or other information in connection with, or during the performance of this Agreement, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same

extent as such laws and regulations apply to the other party. **The duly authorized agent of the recipient agrees to satisfy the requirements of 34CFR §361.505 and 34 CFR §361.720.**

## **VII. DATA SHARING**

CareerSource CF will provide employment services to individuals participating in the Partner's programs and aggregated information to assist the Partner in its evaluation of the effectiveness of programs as it relates to the employment of students who have participated in Partner's programs. The Partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CareerSource CF will only allow those employees who have a legitimate need to access the information with access to the personally identifiable information provided by the Partner.

The Partner agrees that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

The Partner further agrees that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partner acknowledges the execution of this Agreement, by itself, does not function to satisfy all requirements.

All data, including customer PII, collected, used, and disclosed by the Partner will be subject to the following:

1. Customer PII will be properly secured in accordance with CareerSource CF's policies and procedures regarding the safeguarding of PII.
2. The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
3. All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
4. All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
5. Customer data may be shared with other programs, for those programs' purposes, within the CareerSource CF network only after the informed written consent of the individual has been obtained, where required.
6. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
7. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All CareerSource CF Center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

## VIII. INFRASTRUCTURE COSTS

Costs of the infrastructure of the One-Stop center will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

The goal of the operating budget is to develop a funding mechanism that:

1. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area;
2. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness);
3. Reduces duplication by establishing data sharing as it relates to participant records for outcome information;
4. Reduces overhead costs for any one Partner by streamlining and sharing financial, procurement, and facility costs; and
5. Ensures costs are appropriately shared by determining contributions based on the proportionate use of the CareerSource CF centers and relative benefits received and requiring all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partner considers the CareerSource CF operating budget the master budget necessary to maintain the high standard CareerSource CF delivery system. It includes infrastructure costs, additional services, and shared services as required by WIOA and its implementing regulations.

All costs included are allocated according to Partner's proportionate use and relative benefits received, and will be reconciled on a quarterly basis. Costs are transparent and negotiated among all Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiate in good faith and seek to establish outcomes that are reasonable and fair.

## IX. THE ONE-STOP (CareerSource CF) OPERATING BUDGET & COST ALLOCATION METHODOLOGY

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the CareerSource CF Centers. This plan identifies all costs associated with operating the CareerSource CF system, as outlined in **Attachment A – One-Stop (CareerSource CF) Operating Budget**.

All required Partners agree to provide access to their programs in the comprehensive CareerSource CF Career Center and contribute to the infrastructure costs. Partners will have staff co-located in the Center, on a full or part-time basis, or will provide access via direct linkage as outlined in **Attachment B – Partners' On-site Representation Schedule** and will fund operating costs based on a percentage of the Partners' annual full-time equivalency (FTE). Costs included are allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a quarterly basis. \*\*CareerSource CF has the option to or not to invoice partners but requires partners to participate in the delivery of services based on proportionate FTE agreed upon.

Required Partners who have not elected to have staff co-located in the CareerSource CF Comprehensive One-Stop Center will utilize a "direct linkage" that will allow customers to connect with Partners' program staff to access services. Cross-trained front-desk and other physically co-located staff can assist in providing information and referrals to the direct-linkage Partners. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of 0.2 FTE or 8 hours per week (1 FTE is equivalent to 40 hours/week).

CareerSource CF selected the cost allocation basis to determine overall Partners contributions. This was done in an effort:

- a) To remedy the imbalance of non-physically represented Partners; and
- b) To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the CareerSource CF Comprehensive One-Stop Center and relative benefits received.

The costs of the infrastructure of the CareerSource CF Comprehensive One-Stop Center will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

#### **X. PARTNER'S COMMITMENT**

The Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

The Partner will further promote system integration to the maximum extent feasible through:

1. Effective communication, information sharing, and collaboration with the CareerSource CF One-Stop Operator;
2. Joint planning, policy development, and system design processes;
3. Commitment to the joint goals, strategies, and performance measures;
4. The use of common and/or linked data management systems and data sharing methods, as appropriate;
5. Leveraging of resources including other public agency and non-profit organization services;
6. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction; and
7. Participation in scheduled Partners' meetings to exchange information in support of the above and encourage program and staff integration.

#### **XI. PARTNERS' CONTRIBUTION**

The Partners' contribution cost determination is based on all costs associated with the operation of the CareerSource CF Comprehensive One-Stop Center as described above and in **Attachment B – Partners On-site Representation Schedule**. These amounts vary based on each Partner's election to have their representatives in the CareerSource CF Comprehensive One-Stop Center on a full or part-time basis, or not have their representatives physically present but offer a technology option to serve customers.

## **XII. FUNDING TYPES AND SOURCES**

The permissible types of funds used for infrastructure costs and additional costs of operating the CareerSource CF delivery system (i.e. Partners' program or administrative funds) may differ depending upon the Partners' program authorizing law and implementing regulations. The funds that may be used also differ based on whether the Agreement that must be contributed by a Partner for infrastructure costs is determined under the Local Funding Model or the State Funding Model. For more information, a copy of TEGL 17-16: Infrastructure Funding of the One-Stop Delivery System can be found at: [https://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=4968](https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=4968).

### **A. Types**

Funding for infrastructure costs and additional costs may be in the form of:

1. Cash, Non-Cash, or Third-party In-kind Contributions;
  - a. Cash – Funds provided to CareerSource CF or its designee by the Partners, either directly, by interagency transfer, or by a third party.
  - b. Non-Cash – Expenditures incurred by the Partner on behalf of CareerSource CF, or Non-Cash contributions, good, or services contributed by the Partner and used by CareerSource CF.
  - c. Third-party In-kind – Contributions of space equipment, technology, non-personnel services, or other items to support infrastructure costs associated with CareerSource CF operations, by a non-CareerSource CF partner that supports the CareerSource CF Comprehensive One-Stop in general or the proportionate share of CareerSource CF Comprehensive One-Stop infrastructure costs of a specific partner according to [20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR 463.760.]
2. Funding from philanthropic organizations or other private entities; or
3. Other alternative financing options as described in WIOA sec. 121(c)(2)(A)(ii) and 20 CFR 678.715, 34 CFR 361.715, and 34 CFR 463.715.

Some Partners' programs may have statutory or regulatory prohibitions against using certain types of these contributions or on how the program may treat these contributions for fiscal accountability purposes under the respective program's requirements. The value of non-cash and third-party in-kind contributions must be fairly evaluated in accordance with the Uniform Guidance at 2 CFR 200.306.

### **B. Sources**

The source of funds that may be used to pay for infrastructure costs depends on the requirements regarding use of funds under the law authorizing the Partner's program that is contributing the funding. The infrastructure funding may be from funds classified as administrative, program, or both, depending on requirements of the Partner's program.

## **XIII. COST RECONCILIATION**

All Parties agree that a bi-annual reconciliation of budgeted and actual costs and update of the allocation bases will be provided for review. CareerSource CF will submit invoices to the Partners and send a copy of the updated budget to all Parties. Partners will communicate any disputes

with costs in the invoice or budget in writing. CareerSource CF will review disputed cost items, and when necessary revise the invoice and adjusted budget upon resolution of the dispute.

CareerSource CF delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the One-Stop, including, but not limited to: rental of the facilities; utilities and maintenance; equipment, including assessment-related products and assistive technology for individuals with disabilities; and, technology to facilitate access to the CareerSource CF delivery system, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., office signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the CareerSource CF Comprehensive One-Stop center (WIOA sec.121 (h)(4) and 20 CFR 678.700(a), and 34 CFR 446.700(a)).

Non-personnel costs are costs that are not compensation for personnel costs. For example, technology-related services performed by vendors or contractors are non-personnel costs and may be identified as infrastructure costs if they are necessary for the general operation of the CareerSource CF Comprehensive One-Stop center. Such costs would include service contracts with vendors or contractors, equipment and supplies.

Personnel services include salaries, wages, and fringe benefits of the employees of Partners programs or their sub-recipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of Partners' program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the CareerSource CF Comprehensive One-Stop center as a whole would be personnel costs. The costs of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that CareerSource CF Comprehensive One-Stop center is a personnel expense. These costs, therefore, could not be included in infrastructure costs but are included in "additional costs."

All Parties to this Agreement recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the CareerSource CF Comprehensive One-Stop or not. Each Partners' contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partners programs' authorizing laws and regulations and the Uniform Guidance.

#### **XIV. AMENDMENTS AND MODIFICATIONS**

Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement sent via certified U. S. Mail.

#### **XV. MERGER**

This Agreement constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating and merging all prior understandings, agreements, and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.



## **XVI. THIRD PARTY BENEFICIARY**

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 there are no third-party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

## **XVII. GOVERNANCE & DISPUTE RESOLUTION**

The accountability and responsibility for the CareerSource CF system's organizational activity and accomplishments will rest with CareerSource CF, its Board of Directors and the CareerSource CF Consortium. Pursuant to the Act, CareerSource CF shall conduct oversight with respect to the CareerSource CF delivery system. Any dispute concerning this Agreement will be resolved in accordance with the CareerSource CF Administrative Policy, Section V, Complaint Policy and Procedures.

If an issue arises involving this Agreement, parties will make every effort to reach a resolution in a timely and efficient manner. Either Party may request a face-to-face meeting to identify and discuss an issue. If resolved and no further action is deemed necessary, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource CF and the Director of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.

If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource CF and Director of the Partner organization, or impose other remedies to resolve the issue.

## **XVIII. MONITORING**

CareerSource CF or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure:

1. Federal awards are used for authorized purposes in compliance with laws, regulations, and State policies;
2. Those laws, regulations, and policies are properly enforced;
3. Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness;
4. Outcomes are assessed and analyzed to ensure performance goals are met;
5. Appropriate procedures and internal controls are maintained, and record retention policies are followed; and
6. All terms and conditions are fulfilled.

All Parties to this Agreement should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

## **XIX. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

All Parties to this Agreement certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of:

- (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin;
- (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (iii) the physical or mental disability of a qualified individual with a disability. The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

## **XX. INSURANCE AND INDEMNIFICATION**

All Parties to this Agreement recognize the partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for maintaining adequate levels of insurance or self-insurance for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non- State, for the consequences of any act or omission of any third party. The Parties acknowledge the CareerSource CF and the CareerSource CF One-Stop operator have no responsibility and/or liability for any actions of the One-Stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of CareerSource CF or the CareerSource CF One-Stop operator. Nothing herein shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of the Parties sovereign immunity protection and limitations of liability available to them pursuant to Section 768.28 F.S.

## **XXI. SEVERABILITY**

If any part of this Agreement is found to be null and void or is otherwise stricken, the rest of this Agreement shall remain in force.

## **XXII. DRUG AND ALCOHOL-FREE WORKPLACE**

All Parties to this Agreement certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

**XXIII. CERTIFICATION REGARDING LOBBYING**

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

**XXIV. DEBARMENT AND SUSPENSION**

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

**XXV. PRIORITY OF SERVICE**

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec 4215 and its implementing regulations and guidance, and WIOA sec. 134 (c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

**XXVI. SIGNATURES**

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

APPROVED BY:

**CAREERSOURCE CENTRAL FLORIDA**

**FLORIDA DIVISION OF BLIND SERVICES**






Pamela Nabors, President/CEO

Robert L. Doyle III, Director of Division of Blind Services

Date: 09/23/2020

Date: 10/22/2020

  
Richard Corcoran, Commissioner of Education

Date: 12/22/20

**CAREERSOURCE COMPREHENSIVE CF ONE-STOP OPERATING BUDGET -  
ATTACHMENT A**

**PY20 (July 1, 2020 through June 30, 2021)  
As of 6-17-20**

Description	<u>Estimated IFA</u>
Infrastructure Costs	<u>Budget</u>
Office Rent/ Lease	\$ 304,692
Utilities	\$ 16,833
Repairs & Maintenance	\$ 904
Janitorial Services	\$ 25,455
Furniture/Equipment	\$ -
Copy Machine Usage/Maintenance	\$ 11,152
IT Network (software, licenses, & supplies)	\$ 10,042
Indirect Program (IT, telephones, Security, etc.)	\$ 10,095
<b>Total Infrastructure Cost</b>	<b>\$ 379,173</b>
 Additional Costs:	
Career Services (Resource Room)	\$ 217,125
	\$ 25,958
Security	
One Stop Operator	\$ 65,000
<b>Total Shared Cost</b>	<b>\$ 90,958</b>
 <b>Total Costs:</b>	 <b>\$ 687,256</b>

**PARTNER ON-SITE REPRESENTATION SCHEDULE - ATTACHMENT B**  
**PY20 (July 1, 2020 through June 30, 2021)**  
**As of 6-17-20**

Required Program Partners	Governance	Local Grantee	# of Staff	Total Weekly Staff Hours	Total # of FTEs	% of Total FTEs	Partner Contribution
Adult, Dislocated Workers, Youth Formula Grants	DOL	CSP	10	400	10	29.82%	\$204,937
Youthbuild	DOL	CSP	1	40	1	2.98%	\$20,494
Wagner Payser	DOL	CSP	6	240	6	17.89%	\$122,962
Senior Community Employment Service Program	DOL	AARP	2	25	0.655	1.95%	\$13,423
TAA Program Trade Adjustment Act	DOL	CSP	1	40	1	2.98%	\$20,494
RESEA	DOL	CSP	1	40	1	2.98%	\$20,494
Veteran Program DVOP	DOL	CSP	3	120	3	8.95%	\$61,481
Adult Education GED, Career Tech (Orange)	DOE	PCSB	1	2	0.05	0.15%	\$1,025
Migrant Seasonal Farm Worker Program	DOE	OCPS	1	1	0.03	0.09%	\$615
Vocational Rehabilitation	DOE	VR	1	8	0.2	0.60%	\$4,099
Division of Blind Services	DOE	Florida Division of Blind Services	1	8	0.2	0.60%	\$4,099
Welfare Transition	HHS/TANF	CSP	8	320	8	23.86%	\$163,950
SNAP Employment & Training	HHS	CSP	2	80	2	5.96%	\$40,987
CSBG (Orange County)	HHS	HHS	1	8	0.2	0.60%	\$4,099
Urban League	DOL	Pinellas County Urban League	1	8	0.2	0.60%	\$4,099
<b>Total</b>			<b>40</b>	<b>1,340</b>	<b>33.535</b>	<b>100%</b>	<b>\$687,256</b>

Cost Per FTE \$ 20,494  
 Cost for .2 FTE \$ 4,099

Estimated Infrastructure Cost = \$87,256  
 Estimated Cost Per FTE = \$20,494  
 Estimated Cost for Direct Linkage (0.2 FTE) = \$4,099

MEMORANDUM OF UNDERSTANDING & INFRASTRUCTURE FUNDING AGREEMENT  
 FOR CAREERSOURCE OF COMPREHENSIVE ONE-STOP CAREER CENTER BETWEEN  
 CAREERSOURCE CENTRAL FLORIDA & Florida Division of Blind Services

BCC Mtg. Date: April 13, 2021

**MEMORANDUM OF UNDERSTANDING &  
INFRASTRUCTURE FUNDING AGREEMENT  
FOR CAREERSOURCE CF COMPREHENSIVE  
ONE-STOP CAREER CENTER**

**BY AND BETWEEN  
CAREERSOURCE CENTRAL FLORIDA  
AND  
ORANGE COUNTY, FLORIDA**

**I. PARTIES**

This Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA), (hereafter referred to as the "Agreement") is made pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), (hereafter referred to as the "Act"), and is entered into by **Orange County, Florida** (hereafter referred to as the "Partner") and **CareerSource Central Florida** (hereafter referred to as "CareerSource CF").

The contact information for the Partner is as follows:

**Name:** Trellany White  
**Title:** Family Services Administrator  
**Telephone:** 407-836-9342  
**Email:** Trellany.White@ocfl.net  
**Address:** 2100 E. Michigan Street, Orlando, Florida 32806

**II. TERM**

This Agreement shall commence on July 1, 2020 and remain in effect through June 30, 2023, regardless of the date of signature. The parties agree to review this Agreement annually to ensure appropriate funding and delivery of services. This Agreement may be terminated at any time by either party upon thirty (30) days written notice.

**III. PURPOSE**

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its One-Stop customer service delivery system. The One-Stop System assures coordination between the activities authorized in and linked to this Act.

The purpose of this Agreement is to describe the cooperative workforce training, employment and economic development efforts of CareerSource CF and its Partners, and the actions to be taken by each to assure coordination of efforts in accordance with state issued requirements to establish and maintain an effective and successful One-Stop System.

**MEMORANDUM OF UNDERSTANDING &  
INFRASTRUCTURE FUNDING AGREEMENT  
FOR CAREERSOURCE CF COMPREHENSIVE  
ONE-STOP CAREER CENTER**

**BY AND BETWEEN  
CAREERSOURCE CENTRAL FLORIDA  
AND  
ORANGE COUNTY, FLORIDA**

**I. PARTIES**

This Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA), (hereafter referred to as the "Agreement") is made pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), (hereafter referred to as the "Act"), and is entered into by **Orange County, Florida** (hereafter referred to as the "Partner") and **CareerSource Central Florida** (hereafter referred to as "CareerSource CF").

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The purpose of this Agreement is to describe the cooperative workforce training, employment and economic development efforts of CareerSource CF and its Partners, and the actions to be taken by each to assure coordination of efforts in accordance with state issued requirements to establish and maintain an effective and successful One-Stop System.

This Agreement is intended to coordinate resources, prevent duplication, ensure effective and efficient delivery of workforce services in Local Workforce Area 12 (LWA 12), and establish a financial plan, including terms and conditions, to fund the services and operating costs of the

CareerSource CF customer delivery system. The Parties to this Agreement agree that joint funding is a necessary foundation for an integrated service delivery system. In addition, this Agreement will establish joint processes and procedures that enable the Partner to integrate with the current CareerSource CF service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within LWA 12.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

#### **IV. PROVISION OF SERVICES**

CareerSource CF is designated as the administrative entity and fiscal agent for LWA 12.

##### **A. CareerSource CF will perform the following functions:**

1. Review this Agreement annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.
2. Coordinate with the Partner to provide access to workforce services and programs through the CareerSource CF System, in accordance with published policies and procedures, which include the manner in which the services will be coordinated and delivered through the CareerSource CF System. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.
3. Coordinate with the Partner to ensure the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the CareerSource CF System.
4. Coordinate with the Partner for the funding of the infrastructure costs of the CareerSource CF career centers and the funding of shared services and operating costs in accordance with 29 U.S.C § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.
5. Provide an area for the Partner's meetings and/or co-location as space permits.
6. Model CareerSource CF core values and maintain a professional working environment.
7. Abide by all its policies, rules, and procedures and applicable Florida statutes and rules.

##### **B. The Partner will perform the following functions:**

1. Coordinate with CareerSource CF to provide access to its workforce services and programs through the CareerSource CF System in accordance with published



policies and procedures, which include the manner in which the services will be coordinated and delivered through the CareerSource CF System.

2. Coordinate with CareerSource CF to ensure the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the CareerSource CF System.
3. Coordinate with CareerSource CF for the funding of the infrastructure costs of the CareerSource CF career centers and the funding of shared services and operating costs in accordance with 29 U.S.C § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.
4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the CareerSource CF System.
5. Provide CareerSource CF with monthly outcome numbers for performance data tracking.
6. Provide feedback to CareerSource CF management regarding the performance of the Partnership, including its effectiveness and success.
7. Participate in career center periodic meetings to provide updates on the Partner's programs and procedures to CareerSource CF staff.

## **V. METHODS OF INTERNAL REFERRAL**

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program needs to ensure that high quality and convenient services are available to potentially eligible customers of the CareerSource CF system.

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. To facilitate such a system, Partner agrees to:

1. Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners programs represented in the local CareerSource CF network;
2. Develop materials summarizing their program requirements and making them available for Partners and customers;
3. Provide a paragraph regarding a description of services with website link to organization/entity to be placed on the CareerSource CF website for ease and consistency of referrals;
4. Develop and utilize common intake, eligibility determination, assessment, and registration forms;
5. Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under Partner's programs;
6. Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;
7. Commit to robust and ongoing communication required for an effective referral process; and
8. Commit to actively follow up on the results of referrals and assuring that Partner's resources are being leveraged at an optimal level.

## **VI. CONFIDENTIALITY OF RECORDS**

In the event that either party to this Agreement obtains access to any records, files, or other information in connection with, or during the performance of this Agreement, then that party shall

keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

## **VII. DATA SHARING**

CareerSource CF will provide employment services to individuals participating in the Partner's programs and aggregated information to assist the Partner in its evaluation of the effectiveness of programs as it relates to the employment of students who have participated in Partner's programs. The Partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CareerSource CF will only allow those employees who have a legitimate need to access the information with access to the personally identifiable information provided by the Partner.

The Partner agrees that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

The Partner further agrees that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partner acknowledges the execution of this Agreement, by itself, does not function to satisfy all requirements.

All data, including customer PII, collected, used, and disclosed by the Partner will be subject to the following:

1. The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
2. All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
3. All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
4. Customer data may be shared with other programs, for those programs' purposes, within the CareerSource CF network only after the informed written consent of the individual has been obtained, where required.
5. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
6. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

## **VIII. INFRASTRUCTURE COSTS**

Costs of the infrastructure of the One-Stop center will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

The goal of the operating budget is to develop a funding mechanism that:

1. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area;
2. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness);
3. Reduces duplication by establishing data sharing as it relates to participant records for outcome information;
4. Reduces overhead costs for any one Partner by streamlining and sharing financial, procurement, and facility costs; and
5. Ensures costs are appropriately shared by determining contributions based on the proportionate use of the CareerSource CF centers and relative benefits received and requiring all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partner considers the CareerSource CF operating budget the master budget necessary to maintain the high standard CareerSource CF delivery system. It includes infrastructure costs, additional services, and shared services as required by WIOA and its implementing regulations.

All costs included are allocated according to Partner's proportionate use and relative benefits received, and will be reconciled on a quarterly basis. Costs are transparent and negotiated among all Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiate in good faith and seek to establish outcomes that are reasonable and fair.

#### **IX. THE ONE-STOP (CareerSource CF) OPERATING BUDGET & COST ALLOCATION METHODOLOGY**

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the CareerSource CF Centers. This plan identifies all costs associated with operating the CareerSource CF system, as outlined in **Attachment A – One-Stop (CareerSource CF) Operating Budget**.

All required Partners agree to provide access to their programs in the comprehensive CareerSource CF Career Center and contribute to the infrastructure costs. Partners will have staff co-located in the Center, on a full or part-time basis, or will provide access via direct linkage as outlined in **Attachment B – Partners' On-site Representation Schedule** and will fund operating costs based on a percentage of the Partners' annual full-time equivalency (FTE). Costs included are allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a quarterly basis. \*\*CareerSource CF has the option to or not to invoice partners but requires partners to participate in the delivery of services based on proportionate FTE agreed upon.

Required Partners who have not elected to have staff co-located in the CareerSource CF Comprehensive One-Stop Center will utilize a "direct linkage" that will allow customers to connect with Partners' program staff to access services. Cross-trained front-desk and other physically co-located staff can assist in providing information and referrals to the direct-linkage Partners. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of 0.2 FTE or 8 hours per week (1 FTE is equivalent to 40 hours/week).

CareerSource CF selected the cost allocation basis to determine overall Partners contributions. This was done in an effort:

- a) To remedy the imbalance of non-physically represented Partners; and
- b) To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the CareerSource CF Comprehensive One-Stop Center and relative benefits received.

The costs of the infrastructure of the CareerSource CF Comprehensive One-Stop Center will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

## **X. PARTNER'S COMMITMENT**

The Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

The Partner will further promote system integration to the maximum extent feasible through:

1. Effective communication, information sharing, and collaboration with the CareerSource CF One-Stop Operator;
2. Joint planning, policy development, and system design processes;
3. Commitment to the joint goals, strategies, and performance measures;
4. The use of common and/or linked data management systems and data sharing methods, as appropriate;
5. Leveraging of resources including other public agency and non-profit organization services;
6. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction; and
7. Participation in scheduled Partners' meetings to exchange information in support of the above and encourage program and staff integration.

## **XI. PARTNERS' CONTRIBUTION**

The Partners' contribution cost determination is based on all costs associated with the operation of the CareerSource CF Comprehensive One-Stop Center as described above and in **Attachment B – Partners On-site Representation Schedule**. These amounts vary based on each Partner's election to have their representatives in the CareerSource CF Comprehensive One-Stop Center on a full or part-time basis, or not have their representatives physically present but offer a technology option to serve customers.

## **XII. FUNDING TYPES AND SOURCES**

The permissible types of funds used for infrastructure costs and additional costs of operating the CareerSource CF delivery system (i.e. Partners' program or administrative funds) may differ depending upon the Partners' program authorizing law and implementing regulations. The funds that may be used also differ based on whether the Agreement that must be contributed by a Partner for infrastructure costs is determined under the Local Funding Model or the State Funding Model. For more information, a copy of TEGL 17-16: Infrastructure Funding of the One-Stop Delivery System can be found at: [https://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=4968](https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=4968).

## A. Types

Funding for infrastructure costs and additional costs may be in the form of:

1. Cash, Non-Cash, or Third-party In-kind Contributions;
  - a. Cash – Funds provided to CareerSource CF or its designee by the Partners, either directly, by interagency transfer, or by a third party.
  - b. Non-Cash – Expenditures incurred by the Partner on behalf of CareerSource CF, or Non-Cash contributions, good, or services contributed by the Partner and used by CareerSource CF.
  - c. Third-party In-kind – Contributions of space equipment, technology, non-personnel services, or other items to support infrastructure costs associated with CareerSource CF operations, by a non-CareerSource CF partner that supports the CareerSource CF Comprehensive One-Stop in general or the proportionate share of CareerSource CF Comprehensive One-Stop infrastructure costs of a specific partner according to [20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR 463.760.]
2. Funding from philanthropic organizations or other private entities; or
3. Other alternative financing options as described in WIOA sec. 121(c)(2)(A)(ii) and 20 CFR 678.715, 34 CFR 361.715, and 34 CFR 463.715.

Some Partners' programs may have statutory or regulatory prohibitions against using certain types of these contributions or on how the program may treat these contributions for fiscal accountability purposes under the respective program's requirements. The value of non-cash and third-party in-kind contributions must be fairly evaluated in accordance with the Uniform Guidance at 2 CFR 200.306.

## B. Sources

The source of funds that may be used to pay for infrastructure costs depends on the requirements regarding use of funds under the law authorizing the Partner's program that is contributing the funding. The infrastructure funding may be from funds classified as administrative, program, or both, depending on requirements of the Partner's program.

## XIII. COST RECONCILIATION

All Parties agree that a bi-annual reconciliation of budgeted and actual costs and update of the allocation bases will be provided for review. CareerSource CF will submit invoices to the Partners and send a copy of the updated budget to all Parties. Partners will communicate any disputes with costs in the invoice or budget in writing. CareerSource CF will review disputed cost items, and when necessary revise the invoice and adjusted budget upon resolution of the dispute.

CareerSource CF delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the One-Stop, including, but not limited to: rental of the facilities; utilities and maintenance; equipment, including assessment-related products and assistive technology for individuals with disabilities; and, technology to facilitate access to the CareerSource CF delivery system, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., office signage) and supplies, as defined in Uniform Guidance at 2 CFR

200.94, to support the general operation of the CareerSource CF Comprehensive One-Stop center (WIOA sec.121 (h)(4) and 20 CFR 678.700(a), and 34 CFR 446.700(a)).

Non-personnel costs are costs that are not compensation for personnel costs. For example, technology-related services performed by vendors or contractors are non-personnel costs and may be identified as infrastructure costs if they are necessary for the general operation of the CareerSource CF Comprehensive One-Stop center. Such costs would include service contracts with vendors or contractors, equipment and supplies.

Personnel services include salaries, wages, and fringe benefits of the employees of Partners programs or their sub-recipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of Partners' program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the CareerSource CF Comprehensive One-Stop center as a whole would be personnel costs. The costs of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that CareerSource CF Comprehensive One-Stop center is a personnel expense. These costs, therefore, could not be included in infrastructure costs but are included in "additional costs."

All Parties to this Agreement recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the CareerSource CF Comprehensive One-Stop or not. Each Partners' contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partners programs' authorizing laws and regulations and the Uniform Guidance.

#### **XIV. AMENDMENTS AND MODIFICATIONS**

Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement sent via certified U. S. Mail.

#### **XV. MERGER**

This Agreement constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating and merging all prior understandings, agreements, and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

#### **XVI. THIRD PARTY BENEFICIARY**

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 there are no third-party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

#### **XVII. GOVERNANCE & DISPUTE RESOLUTION**

The accountability and responsibility for the CareerSource CF system's organizational activity and accomplishments will rest with CareerSource CF, its Board of Directors and the CareerSource

CF Consortium. Pursuant to the Act, CareerSource CF shall conduct oversight with respect to the CareerSource CF delivery system. Any dispute concerning this Agreement will be resolved in accordance with the CareerSource CF Administrative Policy, Section V, Complaint Policy and Procedures.

If an issue arises involving this Agreement, parties will make every effort to reach a resolution in a timely and efficient manner. Either Party may request a face-to-face meeting to identify and discuss an issue. If resolved and no further action is deemed necessary, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource CF and the Director of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.

If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource CF and Director of the Partner organization, or impose other remedies to resolve the issue.

#### **XVIII. MONITORING**

CareerSource CF or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure:

1. Federal awards are used for authorized purposes in compliance with laws, regulations, and State policies;
2. Those laws, regulations, and policies are properly enforced;
3. Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness;
4. Outcomes are assessed and analyzed to ensure performance goals are met;
5. Appropriate procedures and internal controls are maintained, and record retention policies are followed; and
6. All terms and conditions are fulfilled.

All Parties to this Agreement should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

#### **XIX. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

All Parties to this Agreement certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of:

- (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin;
- (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (iii) the physical or mental disability of a qualified individual with a disability. The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination

and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

## **XX. INSURANCE AND INDEMNIFICATION**

All Parties to this Agreement recognize the partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for maintaining adequate levels of insurance or self-insurance for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non- State, for the consequences of any act or omission of any third party. The Parties acknowledge CareerSource CF and the CareerSource CF One-Stop operator have no responsibility and/or liability for any actions of the Partner's One-Stop center employees, agents, and/or assignees. Likewise, the Partner shall have no responsibility and/or liability for any actions of CareerSource CF or the CareerSource CF One-Stop operator. Nothing herein shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of the Parties sovereign immunity protection and limitations of liability available to them pursuant to Section 768.28 F.S.

## **XXI. SEVERABILITY**

If any part of this Agreement is found to be null and void or is otherwise stricken, the rest of this Agreement shall remain in force.

## **XXII. DRUG AND ALCOHOL-FREE WORKPLACE**

All Parties to this Agreement certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

## **XXIII. CERTIFICATION REGARDING LOBBYING**

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

## **XXIV. DEBARMENT AND SUSPENSION**

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.



**XXV. PRIORITY OF SERVICE**

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec 4215 and its implementing regulations and guidance, and WIOA sec. 134 (c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

**XXVI. SIGNATURES**

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

APPROVED BY:

**CAREERSOURCE CENTRAL FLORIDA**

**ORANGE COUNTY, FLORIDA**

*Pamela Nabors*  
Pamela Nabors, President/CEO

Date: 3/9/2021

*Jerry L. Demings*  
for Jerry L. Demings, Mayor

Date: 04/13/21



ATTEST:

*Katie Smith*

Name: Katie Smith  
Title: Deputy Clerk

Date: 04/13/21

CAREERSOURCE COMPREHENSIVE CF ONE-STOP OPERATING BUDGET -  
**ATTACHMENT A**

**PY20 (July 1, 2020 through June 30, 2021)**  
**As of 6-17-20**

Description	<u>Estimated IFA</u>
Infrastructure Costs	<u>Budget</u>
Office Rent/ Lease	\$ 304,692
Utilities	\$ 16,833
Repairs & Maintenance	\$ 904
Janitorial Services	\$ 25,455
Furniture/Equipment	\$ -
Copy Machine Usage/Maintenance	\$ 11,152
IT Network (software, licenses, & supplies)	\$ 10,042
Indirect Program (IT, telephones, Security, etc.)	\$ 10,095
Total Infrastructure Cost	<u>\$ 379,173</u>
Additional Costs:	
Career Services (Resource Room)	\$ 217,125
	\$ 25,958
Security	
One Stop Operator	\$ 65,000
Total Shared Cost	<u>\$ 90,958</u>
<b>Total Costs:</b>	<u><u>\$ 687,256</u></u>

**PARTNER ON-SITE REPRESENTATION SCHEDULE - ATTACHMENT B**  
**PY20 (July 1, 2020 through June 30, 2021)**  
**As of 6-17-20**

Required Program Partners	Governance	Local Grantee	# of Staff	Total Weekly Staff Hours	Total # of FTEs	% of Total FTEs	Partner Contribution
Adult, Dislocated Workers, Youth Formula Grants	DOL	CSP	10	400	10	29.82%	\$204,937
Youthbuild	DOL	CSP	1	40	1	2.98%	\$20,494
Wagner Peyser	DOL	CSP	6	240	6	17.89%	\$122,962
Senior Community Employment Service Program	DOL	AARP	2	25	0.655	1.95%	\$13,423
TAA Program Trade Adjustment Act	DOL	CSP	1	40	1	2.98%	\$20,494
RESEA	DOL	CSP	1	40	1	2.98%	\$20,494
Veteran Program DVOP	DOL	CSP	3	120	3	8.95%	\$61,481
Adult Education GED, Career Tech (Orange)	DOE	OCPS	1	2	0.05	0.15%	\$1,025
Migrant Seasonal Farm Worker Program	DOE	OCPS	1	1	0.03	0.09%	\$615
Vocational Rehabilitation	DOE	VR	1	8	0.2	0.60%	\$4,099
Division of Blind Services	DOE	Florida Division of Blind Services	1	8	0.2	0.60%	\$4,099
Welfare Transition	HHS/TANF	CSP	8	320	8	23.86%	\$163,950
SNAP Employment & Training	HHS	CSP	2	80	2	5.96%	\$40,987
CSBG (Orange County )	HHS	HHS	1	8	0.2	0.60%	\$4,099
Urban League	DOL	Pinellas County Urban League	1	8	0.2	0.60%	\$4,099
<b>Total</b>			<b>40</b>	<b>1,340</b>	<b>33.535</b>	<b>100%</b>	<b>\$687,256</b>

Cost Per FTE \$ 20,494  
 Cost for .2 FTE \$ 4,099

Estimated Infrastructure Cost = \$87,256  
 Estimated Cost Per FTE = \$20,494  
 Estimated Cost for Direct Linkage (0.2 FTE) = \$4,099

**CAREERSOURCE COMPREHENSIVE CF  
ATTACHMENT A - ONE-STOP OPERATING BUDGET**

**PY21 (July 1, 2021 through June 30, 2022)  
As of 6-22-21**

<b>Description</b>	<b>Revised 6-22-21</b>
<b>Comprehensive CSCF (CSCF-West Orange County Career Center Location)</b>	
<b>IFA Budget PY 21 (CSCF's One-Stop Operating Budget)</b>	
	<b>Estimated IFA Budget</b>
<b>INFRASTRUCTURE COSTS</b>	
Office Rent / Lease	\$454,434.00
Utilities	\$11,222.00
Repairs & Maintenance	\$3,600.00
Janitorial Services	32,205.00
Furniture/Equipment associated with furniture	-
Copy machine usage / maintenance	\$194.00
IT Wide Area Network	\$1,301.00
Indirect Program (IT, telephones, etc.)	\$43,676.00
<b>TOTAL INFRASTRUCTURE COSTS</b>	<b>\$546,632.00</b>
<b>ADDITIONAL COSTS</b>	
Career Services - Resource Room (4)	<b>\$219,575.00</b>
<b>SHARED SERVICES</b>	
Security	-
One Stop Operator	\$80,000.00
	<b>\$80,000.00</b>
	\$87,000
<b>TOTAL INFRASTRUCTURE COSTS</b>	<b>\$546,632.00</b>
<b>TOTAL ADDITIONAL COSTS</b>	<b>\$219,575.00</b>
<b>TOTAL SHARED SERVICES</b>	<b>\$80,000.00</b>
<b>TOTAL ONE-STOP OPERATING BUDGET</b>	<b>\$846,208.00</b>
FTEs Supporting the AJC (as of 6-22-21)	33.1
Cost Per FTE = \$846,208/33.1 FTEs (as of 6-22-21)	\$25,550
Direct Linkage = 0.2 x Cost Per FTE (as of 6-22-21)	\$5,110

**CAREERSOURCE COMPREHENSIVE CF  
ATTACHMENT B - PARTNER ON-SITE REPRESENTATION SCHEDULE**

**PY21 (July 1, 2021 through June 30, 2022)  
As of 6-22-21**

Required Program Partners	Governance	Local Grante	# of Staff	Total weekly	Total # of FTEs	% of Total FTEs	Partner Contribution	40 Hrs Per Week		
Adult, Dislocated Workers, Youth Formula Grants	DOL	CSP	10	400	10	30.19%	\$ 255,498			
Youthbuild	DOL	CSP	1	40	1	3.02%	\$ 25,550			
Wagner Peyser		CSP	6	240	6	18.12%	\$ 153,299			
Senior Community Employment Service Program	DOL	AARP	1	10	0.25	0.75%	\$ 6,387			
TAA Program Trade Adjustment Act	DOL		1	40	1	3.02%	\$ 25,550			
RESEA	DOL	CSP	1	40	1	3.02%	\$ 25,550			
Veteran Program DVOP	DOL	CSP	3	120	3	9.06%	\$ 76,649			
Adult Education GED , Career Tech (Orange)	DOE	PCSB	1	2	0.2	0.60%	\$ 5,110			
Pinellas County Urban League	DOL	Pinellas County Urban League	1	8	0.2	0.60%	\$ -			
Migrant Seasonal Farm Worker Program	DOE	OCPS	1	1	0.03	0.09%	\$ 766			
Vocational Rehabilitation	DOE	VR	1	8	0.2	0.60%	\$ 5,110			
Division of Blind Services	DOE	Florida Division	1	8	0.2	0.60%	\$ 5,110			
Welfare Transition	HHS/TANF	CSP	8	320	8	24.15%	\$ 204,398			
SNAP Employment & Training	HHS	CSP	2	80	2	6.04%	\$ 51,100			
CSBG (Orange County )	HHS		1	1.5	0.04	0.12%	\$ 1,022			
<b>Total</b>			39.0	1,319	33.1	100%	\$ 846,208	<b>ESTIMATED INFRASTRUCTURE COST</b>		
						<b>Cost Per FTE</b>	<b>\$ 25,550</b>	<b>ESTIMATED COST PER FTE</b>		
						<b>Cost for .2 FTE</b>	<b>\$ 5,110</b>	<b>ESTIMATED COST DIRECT LINKAGE</b>		

<b>TOTAL ONE-STOP OPERATING BUDGET</b>	<b>\$846,208.00</b>
<b>FTEs Supporting the AJC (as of 6-22-21)</b>	<b>33.1</b>
<b>Cost Per FTE = \$846,208/33.1 FTEs (as of 6-22-21)</b>	<b>\$25,550</b>
<b>Direct Linkage = 0.2 x Cost Per FTE (as of 6-22-21)</b>	<b>\$5,110</b>

**SA-119**  
**AMENDMENT NUMBER #1**  
**BETWEEN**  
**FLORIDA DIVISION OF BLIND SERVICES**  
**AND**  
**CAREERSOURCE CENTRAL FLORIDA**

THIS IS AMENDMENT #1 entered into by and between CareerSource Central Florida, herein after referred to as CareerSource Central Florida, with administrative offices located at **390 N. Orange Ave, Suite 700, Orlando, FL 32801** and **Florida Division of Blind Services**, having its principle office at **400 West Robinson Street, Suite S1026, Orlando, FL 32901**, hereinafter referred to as PARTNER, to begin on the date upon which it is signed by both Department and Contractor, whichever is later. (“Effective Date”). June 30, 2023.

THIS AMENDMENT is to update the Infrastructure Funding Agreement for the new Program Year (PY 21/22) beginning July 1, 2021 – June 30, 2022 based on the estimated costs for the AJC One-Stop Operating Budget and the Partner’s Contribution based on the On-Site Representation Schedule.

WITNESSETH THAT:

WHEREAS, CareerSource Central Florida and the **PARTNER** entered into an original agreement effective 07/01/2020: and,

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties agree to amend PARTNER’s Agreement as follows:

1. Attachment A – One Stop Operating Budget – updated with budgeted amounts for (PY 21/22), based on estimates and actual historical costs, for the Operations of the AJC from July 1, 2021 – June 30, 2022.
2. Attachment B – Partners On-Site Representation Schedule – updated for PY 21/22, July 1, 2021 – June 30, 2022 to indicate Partner Contribution for PY 21.
3. All provisions of said Agreement, which are not in conflict with this Amendment, shall continue to be enforced in accordance with the terms and conditions therein.
4. The effective date of this amendment shall be effective on the date upon which it is signed by both Department and Contractor, whichever is later. (“Effective Date”).

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

**DEPARTMENT OF EDUCATION**

**DIVISION OF BLIND SERVICES**

**By:** see below for signature

Signature

**Name:** Richard Corcoran

Typed

**Title:** Commissioner

Typed

**Date:** see below for signature

**By:**



Signature

**Name:** Robert Doyle

Typed

**Title:** Director

Typed

**Date:**

8/25/2021

Attachment A – One Stop Operating Budget 2021 – 2022

Attachment B – Partners On-Site Representation Schedule

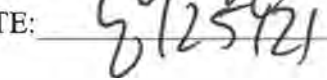
EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

**AS TO FLORIDA DIVISION OF BLIND SERVICES**

BY:   
Signature

TITLE: 

DATE: 

**AS TO CAREERSOURCE CENTRAL FLORIDA:**

BY:   
Signature

TITLE: CEO

DATE: 08/13/2021



**CAREERSOURCE COMPREHENSIVE CF**  
**ATTACHMENT A - ONE-STOP OPERATING BUDGET**

**PY21 (July 1, 2021 through June 30, 2022)**  
**As of 6-22-21**

<b>Comprehensive CSCF (CSCF-West Orange County Career Center Location)</b>	<b>Revised</b>	
<b>IFA Budget PY 21 (CSCF's One-Stop Operating Budget)</b>	<b>6-22-21</b>	
<b>Description</b>		<b>Estimated IFA Budget</b>
<b>INFRASTRUCTURE COSTS</b>		
Office Rent / Lease		\$454,434.00
Utilities		\$11,222.00
Repairs & Maintenance		\$3,600.00
Janitorial Services		32,205.00
Furniture/Equipment associated with furniture		-
Copy machine usage / maintenance		\$194.00
IT Wide Area Network		\$1,301.00
Indirect Program (IT, telephones, etc.)		\$43,676.00
<b>TOTAL INFRASTRUCTURE COSTS</b>		<b>\$546,632.00</b>
<b>ADDITIONAL COSTS</b>		
Career Services - Resource Room (4)		<b>\$219,575.00</b>
<b>SHARED SERVICES</b>		
Security		-
One Stop Operator		\$80,000.00
		<b>\$80,000.00</b>
		\$87,000
<b>TOTAL INFRASTRUCTURE COSTS</b>		<b>\$546,632.00</b>
<b>TOTAL ADDITIONAL COSTS</b>		<b>\$219,575.00</b>
<b>TOTAL SHARED SERVICES</b>		<b>\$80,000.00</b>
<b>TOTAL ONE-STOP OPERATING BUDGET</b>		<b>\$846,208.00</b>
FTEs Supporting the AJC (as of 6-22-21)		33.1
Cost Per FTE = \$846,208/33.1 FTEs (as of 6-22-21)		\$25,550
Direct Linkage = 0.2 x Cost Per FTE (as of 6-22-21)		\$5,110

**CAREERSOURCE COMPREHENSIVE CF  
ATTACHMENT B - PARTNER ON-SITE REPRESENTATION SCHEDULE**

**PY21 (July 1, 2021 through June 30, 2022)  
As of 6-22-21**

40 Hrs Per Week

Required Program Partners	Governance	Local Grante	# of Staff	Total weekly	Total # of FTEs	% of Total FTEs	Partner Contribution
Adult, Dislocated Workers, Youth Formula Grants	DOL	CSP	10	400	10	30.19%	\$ 255,498
Youthbuild	DOL	CSP	1	40	1	3.02%	\$ 25,550
Wagner Peyser		CSP	6	240	6	18.12%	\$ 153,299
Senior Community Employment Service Program	DOL	AARP	1	10	0.25	0.75%	\$ 6,387
TAA Program Trade Adjustment Act	DOL		1	40	1	3.02%	\$ 25,550
RESEA	DOL	CSP	1	40	1	3.02%	\$ 25,550
Veteran Program DVOP	DOL	CSP	3	120	3	9.06%	\$ 76,649
Adult Education GED , Career Tech (Orange)	DOE	PCSB	1	2	0.2	0.60%	\$ 5,110
Pinellas County Urban League	DOL	Pinellas County Urban League	1	8	0.2	0.60%	\$
Migrant Seasonal Farm Worker Program	DOE	OCPS	1	1	0.03	0.09%	\$ 766
Vocational Rehabilitation	DOE	VR	1	8	0.2	0.60%	\$ 5,110
Division of Blind Services	DOE	Florida Division	1	8	0.2	0.60%	\$ 5,110
Welfare Transition	HHS/TANF	CSP	8	320	8	24.15%	\$ 204,398
SNAP Employment & Training	HHS	CSP	2	80	2	6.04%	\$ 51,100
CSBG (Orange County )	HHS		1	1.5	0.04	0.12%	\$ 1,022
<b>Total</b>			39.0	1,319	33.1	100%	\$ 846,208

**ESTIMATED INFRASTRUCTURE COST**

Cost Per FTE \$ 25,550 **ESTIMATED COST PER FTE**

Cost for .2 FTE \$ 5,110 **ESTIMATED COST DIRECT LINKAGE**

**TOTAL ONE-STOP OPERATING BUDGET \$846,208.00**  
**FTEs Supporting the AIC (as of 6-22-21) 33.1**  
**Cost Per FTE = \$846,208/33.1 FTEs (as of 6-22-21) \$25,550**  
**Direct Linkage = 0.2 x Cost Per FTE (as of 6-22-21) \$5,110**

**\$846,208.00**  
**33.1**  
**\$25,550**  
**\$5,110**

**FLORIDA DEPARTMENT OF EDUCATION  
CONTRACT NO. SA-268  
AMENDMENT NO.1**

This AMENDMENT to the Florida Department of Education Contract Number **SA-268 A-1** is entered into by and between **CareerSource Central Florida**, authorized to do business in the State of Florida, with its principal office at **390 N Orange Avenue, Suite 700 Orlando FL, 32801** and the Florida Department of Education, Division of Vocational Rehabilitation ("Department"), an agency of the State of Florida with its principal offices in Tallahassee, Florida. Defined terms used herein shall have the meanings set forth in the Contract.

WHEREAS, on **July 1, 2020** the Department entered into the Contract with the Contractor to provide the service; and

WHEREAS, the expiration date of the Contract is **June 30, 2023**; and

WHEREAS, the Department desires to amend Contract (IFA) to increase the maximum of **ten thousand two hundred twenty (\$10,220)** to year two and three of the Contract term ending **June 30, 2023**; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the Department and the Contractor covenant and agree as follows:

1. The recitals are true and correct and are incorporated herein by reference.
2. All provisions in the MOU not in conflict with this Amendment remain in full force and effect and are to be performed at the level specified in the MOU.
3. The Contract, Attachment A and B, Infrastructure Funding Agreement, is hereby amended to read as follows:

<b><u>TOTAL ONE-STOP OPERATING BUDGET</u></b>	<b><u>\$846,208.00</u></b>
<b><u>FTEs Supporting the AJC (as of 6-22-21)</u></b>	<b><u>33.1</u></b>
<b><u>Cost Per FTE = \$846,208/33.1 FTEs (as of 6-22-21)</u></b>	<b><u>\$25,550.00</u></b>
<b><u>Direct Linkage = 0.2 x Cost Per FTE (as of 6-22-21)</u></b>	<b><u>\$5,110.00 for two years</u></b>

The effective date of the Amendment shall be the date that it is signed by both parties.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

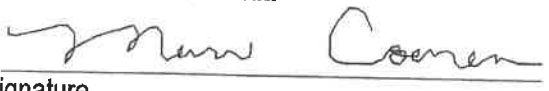
All provisions not in conflict with this amendment are still in full force and effect and are to be performed at the level specified in the contract.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their proper and duly authorized representatives.

**DEPARTMENT OF EDUCATION**

**CareerSource Central Florida**

By:   
Signature

By:   
Signature

Name: Richard Corcoran

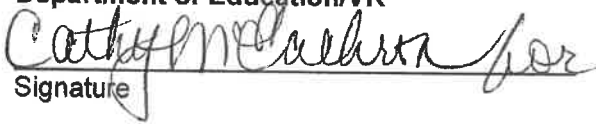
Name: Mimi Coenen

Title: Commissioner

Title: COO

Date: 1

Date: 9/15/2021

**Department of Education/VR**  
  
Signature

**Allison Flanagan, Director**  
Printed Name/Title

9-17-2021

Date

**AMENDMENT NUMBER #1  
PROGRAM YEAR 2021 – 2022  
TO  
ORIGINAL MEMORANDUM OF UNDERSTANDING &  
INFRASTRUCTURE FUNDING AGREEMENT  
BETWEEN  
DIVISION OF VOCATIONAL REHABILITATION  
AND  
CAREERSOURCE CENTRAL FLORIDA**

THIS IS AMENDMENT #1 entered into by and between CareerSource Central Florida, herein after referred to as CareerSource Central Florida, with administrative offices located at **390 N. Orange Ave, Suite 700, Orlando, FL 32801** and **Division of Vocational Rehabilitation**, having its principle office at **3555 McGuire Blvd., Suite 205, Orlando, FL 32803**, hereinafter referred to as PARTNER, to begin on 07/01/2021 (irrespective of the date of execution) the date this amendment is to be executed by the parties through June 30, 2023.

THIS AMENDMENT is to update the Infrastructure Funding Agreement for the new Program Year beginning July, 1, 2021 – June 30, 2022 based on the estimated costs for the AJC One-Stop Operating Budget and the Partner's Contribution based on the On-Site Representation Schedule.

WITNESSETH THAT:

WHEREAS, CareerSource Central Florida and the **PARTNER** entered into an original agreement effective 07/01/2020: and,

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties agree to amend PARTNER's Agreement as follows:

1. Attachment A – One Stop Operating Budget – updated with budgeted amounts for Program Year 21 (PY 21), based on estimates and actual historical costs, for the Operations of the AJC from July 1, 2021 – June 30, 2022.
2. Attachment B – Partners On-Site Representation Schedule – updated for PY 21, July 1, 2021 – June 30, 2022 to indicate Partner Contribution for PY 21.
3. All provisions of said Agreement, which are not in conflict with this Amendment, shall continue to be enforced in accordance with the terms and conditions therein.
4. The effective date of this amendment shall be July 1, 2021 (irrespective of the date of execution).

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

**AS TO DIVISION OF VOCATIONAL REHABILITATION**

BY: Cathy McCashon  
Signature

TITLE: for the director

DATE: 9-17-2021

**DEPARTMENT OF EDUCATION**

By:   
Signature

Name: Richard Corcoran  
Typed

Title: Commissioner  
Typed

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

**AS TO CAREERSOURCE CENTRAL FLORIDA:**

BY:   
Signature

TITLE: COO

DATE: 9/15/21

Attachment A – One Stop Operating Budget 2021 - 2022  
Attachment B – Partners On-Site Representation Schedule

**CAREERSOURCE COMPREHENSIVE CF  
ATTACHMENT A - ONE-STOP OPERATING BUDGET**

**PY21 (July 1, 2021 through June 30, 2022)  
As of 6-22-21**

<b>Comprehensive CSCF (CSCF-West Orange County Career Center Location)</b>	<b>Revised</b>	
<b>IFA Budget PY 21 (CSCF's One-Stop Operating Budget)</b>	<b>6-22-21</b>	
<b>Description</b>		<b>Estimated IFA Budget</b>
<b>INFRASTRUCTURE COSTS</b>		
Office Rent / Lease		\$454,434.00
Utilities		\$11,222.00
Repairs & Maintenance		\$3,600.00
Janitorial Services		32,205.00
Furniture/Equipment associated with furniture		-
Copy machine usage / maintenance		\$194.00
IT Wide Area Network		\$1,301.00
Indirect Program (IT, telephones, etc.)		\$43,676.00
<b>TOTAL INFRASTRUCTURE COSTS</b>		<b>\$546,632.00</b>
<b>ADDITIONAL COSTS</b>		
Career Services - Resource Room (4)		<b>\$219,575.00</b>
<b>SHARED SERVICES</b>		
Security		-
One Stop Operator		\$80,000.00
		<b>\$80,000.00</b>
		\$87,000
<b>TOTAL INFRASTRUCTURE COSTS</b>		<b>\$546,632.00</b>
<b>TOTAL ADDITIONAL COSTS</b>		<b>\$219,575.00</b>
<b>TOTAL SHARED SERVICES</b>		<b>\$80,000.00</b>
<b>TOTAL ONE-STOP OPERATING BUDGET</b>		<b>\$846,208.00</b>
<b>FTEs Supporting the AJC (as of 6-22-21)</b>		<b>33.1</b>
<b>Cost Per FTE = \$846,208/33.1 FTEs (as of 6-22-21)</b>		<b>\$25,550</b>
<b>Direct Linkage = 0.2 x Cost Per FTE (as of 6-22-21)</b>		<b>\$5,110</b>

**CAREERSOURCE COMPREHENSIVE CF  
ATTACHMENT B - PARTNER ON-SITE REPRESENTATION SCHEDULE**

**PY21 (July 1, 2021 through June 30, 2022)  
As of 6-22-21**

40 Hrs Per Week

Required Program Partners	Governance	Local Grante	# of Staff	Total weekly	Total # of FTEs	% of Total FTEs	Partner Contribution
Adult, Dislocated Workers, Youth	DOL	ICSP	10	400	10	30.19%	\$ 255,498
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Youthbuild	DOL	ICSP	1	40	1	3.02%	\$ 25,550
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Veteran Program DVOP	DOL	CSP	3	120	3	9.06%	\$ 76,649
Adult Education GED , Career Tech (Orange)	DOE	PCSB	1	2	0.2	0.60%	\$ 5,110
Pinellas County Urban League	DOL	Pinellas County Urban League	1	8	0.2	0.60%	\$ -
Migrant Seasonal Farm Worker Program	DOE	OCPS	1	1	0.03	0.09%	\$ 766
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Division of Blind Services	DOE	Florida Division	1	8	0.2	0.60%	\$ 5,110
Welfare Transition	HHS/TANF	ICSP	8	320	8	24.15%	\$ 204,398
SNAP Employment & Training	HHS	CSP	2	80	2	6.04%	\$ 51,100
CSBG (Orange County)	HHS		1	1.5	0.04	0.12%	\$ 1,022
<b>Total</b>			<b>39.0</b>	<b>1,319</b>	<b>33.1</b>	<b>100%</b>	<b>\$ 846,208</b>

**ESTIMATED INFRASTRUCTURE COST**

**Cost Per FTE \$ 25,550 ESTIMATED COST PER FTE**  
**Cost for .2 FTE \$ 5,110 ESTIMATED COST DIRECT LINKAGE**

**TOTAL ONE-STOP OPERATING BUDGET \$846,208.00**  
**FTEs Supporting the AJC (as of 6-22-21) 33.1**  
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**\$846,208.00**  
**33.1**  
**\$25,550**  
**\$5,110**



**FLORIDA DEPARTMENT OF EDUCATION  
CONTRACT NO. SA-268  
AMENDMENT NO.1**

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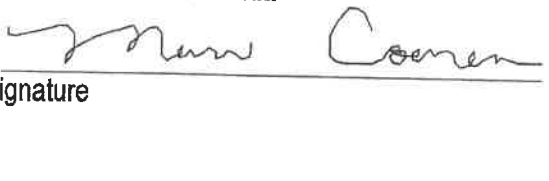
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their proper and duly authorized representatives.

**DEPARTMENT OF EDUCATION**

**CareerSource Central Florida**

By:   
Signature

By:   
Signature

Name: Richard Corcoran

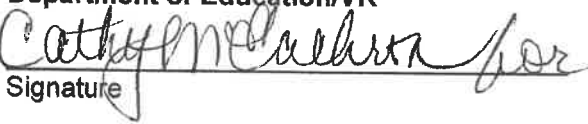
Name: Mimi Coenen

Title: Commissioner

Title: COO

Date: 1

Date: 9/15/2021

**Department of Education/VR**  
  
Signature

**Allison Flanagan, Director**  
Printed Name/Title

9-17-2021

Date

**AMENDMENT NUMBER #1**  
**PROGRAM YEAR 2021 – 2022**  
**TO**  
**ORIGINAL MEMORANDUM OF UNDERSTANDING &**  
**INFRASTRUCTURE FUNDING AGREEMENT**  
**BETWEEN**  
**DIVISION OF VOCATIONAL REHABILITATION**  
**AND**  
**CAREERSOURCE CENTRAL FLORIDA**

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EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

**AS TO DIVISION OF VOCATIONAL REHABILITATION**

BY: Cathy McCashon  
Signature

TITLE: for the director

DATE: 9-17-2021

**DEPARTMENT OF EDUCATION**

By:   
Signature

Name: Richard Corcoran  
Typed

Title: Commissioner  
Typed

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

**AS TO CAREERSOURCE CENTRAL FLORIDA:**

BY:   
Signature

TITLE: COO

DATE: 9/15/21

Attachment A – One Stop Operating Budget 2021 - 2022  
Attachment B – Partners On-Site Representation Schedule

**CAREERSOURCE COMPREHENSIVE CF  
ATTACHMENT A - ONE-STOP OPERATING BUDGET**

**PY21 (July 1, 2021 through June 30, 2022)  
As of 6-22-21**

<b>Description</b>	<b>Estimated IFA Budget</b>
<b>Comprehensive CSCF (CSCF-West Orange County Career Center Location)</b>	
<b>IFA Budget PY 21 (CSCF's One-Stop Operating Budget)</b>	
<b>Revised 6-22-21</b>	
<b>INFRASTRUCTURE COSTS</b>	
Office Rent / Lease	\$454,434.00
Utilities	\$11,222.00
Repairs & Maintenance	\$3,600.00
Janitorial Services	32,205.00
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Indirect Program (IT, telephones, etc.)	\$43,676.00
<b>TOTAL INFRASTRUCTURE COSTS</b>	<b>\$546,632.00</b>
<b>ADDITIONAL COSTS</b>	
Career Services - Resource Room (4)	<b>\$219,575.00</b>
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	<b>\$80,000.00</b>
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<b>TOTAL SHARED SERVICES</b>	<b>\$80,000.00</b>
<b>TOTAL ONE-STOP OPERATING BUDGET</b>	<b>\$846,208.00</b>
<b>FTEs Supporting the AJC (as of 6-22-21)</b>	<b>33.1</b>
<b>Cost Per FTE = \$846,208/33.1 FTEs (as of 6-22-21)</b>	<b>\$25,550</b>
<b>Direct Linkage = 0.2 x Cost Per FTE (as of 6-22-21)</b>	<b>\$5,110</b>

**CAREERSOURCE COMPREHENSIVE CF  
ATTACHMENT B - PARTNER ON-SITE REPRESENTATION SCHEDULE**

**PY21 (July 1, 2021 through June 30, 2022)  
As of 6-22-21**

40 Hrs Per Week

Required Program Partners	Governance	Local Grante	# of Staff	Total weekly	Total # of FTEs	% of Total FTEs	Partner Contribution
Adult, Dislocated Workers, Youth	DOL	ICSP	10	400	10	30.19%	\$ 255,498
Formula Grants							
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<b>Total</b>			<b>39.0</b>	<b>1,319</b>	<b>33.1</b>	<b>100%</b>	<b>\$ 846,208</b>

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**TOTAL ONE-STOP OPERATING BUDGET \$846,208.00**  
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BCC Mtg. Date: August 10, 2021

**AMENDMENT NUMBER #1  
PROGRAM YEAR 2021 – 2022  
TO  
ORIGINAL MEMORANDUM OF UNDERSTANDING &  
INFRASTRUCTURE FUNDING AGREEMENT  
BETWEEN  
ORANGE COUNTY, FLORIDA  
AND  
CAREERSOURCE CENTRAL FLORIDA**

THIS IS AMENDMENT #1 entered into by and between CareerSource Central Florida, herein after referred to as CareerSource Central Florida, with administrative offices located at **390 N. Orange Ave, Suite 700, Orlando, FL 32801** and **Orange County, Florida**, having its principle office at **2100 E. Michigan Street, Orlando, FL 32806**, hereinafter referred to as PARTNER, to begin on 07/01/2021 the date this amendment is to be executed by the parties through June 30, 2022.

THIS AMENDMENT is to update the Infrastructure Funding Agreement for the new Program Year beginning July, 1, 2021 – June 30, 2022 based on the estimated costs for the AJC One-Stop Operating Budget and the Partner's Contribution based on the On-Site Representation Schedule.

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EXECUTION PAGE

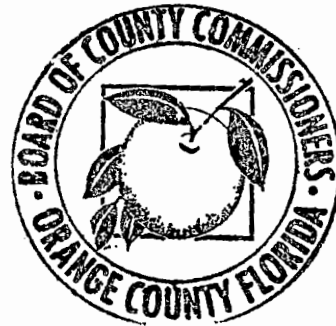
IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

AS TO ORANGE COUNTY, FLORIDA

BY: *Raymond B. Work*  
Signature

TITLE: County Administrator

DATE: 08/10/2021



AS TO CAREERSOURCE CENTRAL FLORIDA:

BY: *Margi Cannon on behalf of Pam Nabors*  
Signature

TITLE: CEO *COO*

DATE: *7/13/21*

Attachment A – One Stop Operating Budget 2021 - 2022  
Attachment B – Partners On-Site Representation Schedule



**CAREERSOURCE COMPREHENSIVE CF  
ATTACHMENT A - ONE-STOP OPERATING BUDGET**

**PY21 (July 1, 2021 through June 30, 2022)  
As of 6-22-21**

<b>Comprehensive CSCF (CSCF-West Orange County Career Center Location)</b>	<b>Revised</b>	
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ATTACHMENT B - PARTNER ON-SITE REPRESENTATION SCHEDULE**

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Welfare Transition	HHS/TANF	CSP	8	320	8	24.15%	\$ 204,398	
SNAP Employment & Training	HHS	CSP	2	80	2	6.04%	\$ 51,100	
CSBG (Orange County )	HHS		1	1.5	0.04	0.12%	\$ 1,022	
<b>Total</b>			<b>39.0</b>	<b>1,319</b>	<b>33.1</b>	<b>100%</b>	<b>\$ 846,208</b>	<b>ESTIMATED INFRASTRUCTURE COST</b>
						<b>Cost Per FTE</b>	<b>\$ 25,550</b>	<b>ESTIMATED COST PER FTE</b>
						<b>Cost for .2 FTE</b>	<b>\$ 5,110</b>	<b>ESTIMATED COST DIRECT LINKAGE</b>

**TOTAL ONE-STOP OPERATING BUDGET**  
**FTEs Supporting the AJC (as of 6-22-21)**  
**Cost Per FTE = \$846,208/33.1 FTEs (as of 6-22-21)**  
**Direct Linkage = 0.2 x Cost Per FTE (as of 6-22-21)**

**\$846,208.00**  
**33.1**  
**\$25,550**  
**\$5,110**

# **Attachment I**

**CAREER SOURCE CENTRAL FLORIDA  
SUB-AWARD TO  
Career TEAM, LLC FOR  
2021-22 ONE-STOP OPERATOR SERVICES**

<b>Title 2 – Subtitle A – Chapter II – Part 200 – Subpart D - § 200.331: Requirements for pass-through entities.</b>	
(a) The following sub-award information is provided by CareerSource Central Florida, the Pass-Through Entity, to Career TEAM, LLC, the Sub-Recipient. If/when any of these data elements changes, the change(s) will (also) be included in any subsequent sub-award modification(s).	
(1) Federal Award Identification.	
<ul style="list-style-type: none"> <li>Sub-Recipient name (which must match the name associated with its unique entity identifier)</li> </ul>	Career TEAM, LLC
<ul style="list-style-type: none"> <li>Sub-Recipient's unique entity identifier</li> </ul>	DUNS # 956634661 FEIN# 06-1443936
<ul style="list-style-type: none"> <li>Federal Award Identification Number (FAIN)</li> </ul>	TBD
<ul style="list-style-type: none"> <li>Federal Award Date</li> </ul>	07/01/2021
<ul style="list-style-type: none"> <li>Sub-Award Period of Performance: start/end dates</li> </ul>	07/01/2021-6/30/2022
<ul style="list-style-type: none"> <li>Amount of Federal funds obligated by this action</li> </ul>	\$80,000
<ul style="list-style-type: none"> <li>Total amount of Federal funds obligated to the Sub-Recipient</li> </ul>	\$80,000
<ul style="list-style-type: none"> <li>Total amount of Federal Award to CSCF</li> </ul>	TBD
<ul style="list-style-type: none"> <li>Federal award project description</li> </ul>	One-Stop Operator
<ul style="list-style-type: none"> <li>Name of Federal awarding agency</li> <li>Pass-through entity, and</li> <li>Contact information for awarding official</li> </ul>	<u>Federal awarding agency:</u> For WIOA: U. S. Dept. of Labor through State of Florida, Dept. of Economic Opportunity For TANF: U. S. Dept. of Health and Human Services through State of Florida, Dept. of Economic Opportunity <u>Pass Through Entity:</u> CareerSource Central Florida <u>Contact information:</u> William Warren, Contracts Management Specialist wwarren@careesourcecf.com
<ul style="list-style-type: none"> <li>CFDA Number and Name</li> </ul>	17.258 – WIOA Adult, 17.278 – WIOA Dislocated Worker (DW), 17.259 – WIOA Youth, 17.207 – Wagner-Peyser (W-P), 10.561 – SNAP, 93.558 – TANF.
<ul style="list-style-type: none"> <li>Is this sub-award for R&amp;D?</li> </ul>	No
<ul style="list-style-type: none"> <li>Indirect cost rate for the Federal award</li> </ul>	Not Applicable

THIS SUB-AWARD is entered into between **CareerSource Central Florida (CSCF)**, with administrative offices at 390 N. Orange Ave., Suite 700, Orlando, FL 32801, and **Career TEAM, LLC**, hereinafter referred to as “**Sub-recipient**” with administrative offices at 250 State Street – Suite C, North Haven, Connecticut 06473, for the purpose of providing One-Stop Operator services 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.

CSCF agrees to pay Sub-recipient for services according to the Agreement of Payment, an amount not to exceed (\$80,000.00) subject to the availability of funds. Payments will be made through Federal funds from grants with CFDA number 17.258. Sub-recipient acknowledges that the cost data submitted to CSCF in support of this sub-award is accurate, complete and current as of the date of execution of this contract.

The Term of this sub-award will be from July 1, 2021 through June 30, 2022. CSCF is not obligated to pay for costs incurred related to this sub-award prior to the start date or after the end date. At its sole discretion, CSCF may opt to renew on an annual basis for up to four (4) additional years, based on performance, organizational strategies, and/or funding availability. This sub-award, which incorporates Attachment A – General Provisions, Attachment B – Statement of Work, Attachment C – Budget, Attachment D – Performance Objectives and Deliverables, Attachment E – Monthly Progress Report, Attachment F – Individual Non-Disclosure and Confidentiality Certification Form, and Attachment G – Sub-recipient Certifications, contains all the terms and conditions agreed upon by both parties.

Attachments		
A	General Provisions	Pages 4-17
B	Statement of Work	Pages 18-19
C	Budget	Page 20
D	Performance Objectives and Deliverables	Pages 21-22
E	Monthly Progress Report	Page 23
F	Individual Non-Disclosure and Confidentiality Certification Form	Pages 24-25
G	Sub-recipient Certifications	Pages 26-29

By signing this sub-award, Sub-recipient certifies compliance with the laws and regulations outlined in Attachment A - General Provisions. Subject to modifications as the result of Federal mandates, as applicable.

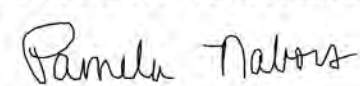
IN WITNESS THEREOF, the parties hereto have caused this sub-award to be executed by their undersigned duly authorized officials.

**Career TEAM, LLC**

  
\_\_\_\_\_  
Chris Kuselias, CEO

7/28/21  
Date

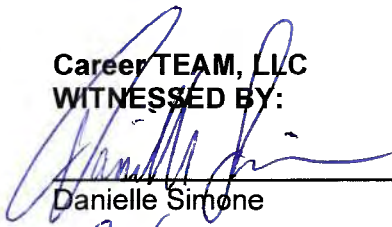
**CAREER SOURCE CENTRAL FLORIDA**

  
\_\_\_\_\_  
Pamela Nabors, President/CEO

08/09/2021


\_\_\_\_\_  
Date

Career TEAM, LLC  
WITNESSED BY:



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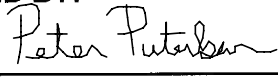
Danielle Simone



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Date

CAREER SOURCE CENTRAL FLORIDA  
WITNESSED BY:



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08/09/2021

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Date

**CONTRACT NOT VALID UNTIL SIGNED BY BOTH PARTIES**

**ATTACHMENT A: GENERAL PROVISIONS**

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**TABLE OF CONTENTS**

<b>I. Sub-Recipient Assurances</b> A. General Agreement B. Laws and Regulations C. Audits and Monitoring D. Record Keeping E. Access to Records F. Data Sharing and Confidentiality G. Internal Financial Control H. Invoices and Contract Close-Out I. Disallowed Costs/Return of Funds	<b>J. Insurance</b> <b>K. Purchasing</b> <b>L. Equipment</b> <b>M. Use of Supplies</b> <b>N. Copyrights, Patent Rights, and Rights to Data</b> <b>O. Public Records</b> <b>P. Assignment and Subcontracts</b> <b>Q. Conflict of Interest</b> <b>R. Indemnification</b> <b>S. Health and Safety</b> <b>T. Grievance and Complaint Procedures</b>	<b>U. Sponsorship</b> <b>V. Knowledge of Terms of this contract</b> <b>W. Code of Conduct</b> <b>X. Incident Reporting</b> <b>Y. Enforcement of Sub-award Provisions</b> <b>Z. Warranty</b>
		<b>II. Mutual Assurances</b> A. Amendments and Modifications B. Termination

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**I. SUB-RECIPIENT ASSURANCES**

**A. General Agreement**

Sub-recipient shall provide services and/or training within the sub-award period and in accordance with the Statement of Work and within the parameters of the Agreement of Payment.

**B. Laws and Regulations**

1. The Sub-recipient warrants that all its activities and those of its subcontractors under this sub-award shall be conducted in conformance with 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; the Statement of Work and all other terms of this sub-award; all applicable Federal, State and local laws, regulations, directives, policies, and instructions as they pertain to this sub-award which are in effect at the inception of this sub-award, or as may be promulgated or amended during its life; and other laws, ordinances, regulations, and licensing requirements including state and federal safety, health, and personal protective equipment requirements. When determining applicability, all programs and activities

funded, or otherwise financially assisted, in whole or part, under WIOA and/or Florida's Workforce Innovation Act 2000, are considered to be programs and activities receiving federal financial assistance.

2. Sub-recipient shall comply fully with non-discrimination and equal opportunity provisions of the following laws:

- a. 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;
- b. The Americans with Disabilities Act of 1990, P.L. 101-336, 42 U.S.C 12181 et seq., which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities;
- c. Executive Order 11246, Equal Employment Opportunity, as amended by EO 11375, and as supplemented in Dept. of Labor regulation 29 CFR parts 33 and 37 as well as 41 CFR part 60, and 45 CFR part 80, if applicable;

- d. 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, and national origin;
  - e. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;
  - f. 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;
  - g. the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age;
  - h. Section 188 of the Workforce Innovation and Opportunity Act (WIOA) 29 CFR Part 38, 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.
3. Sub-recipient will comply with the provisions in the Trafficking Victims Protection Act of 2000 (2 CFR 175) as amended.
  4. Clean Air and Water Act: When applicable, if this sub-award is in excess of \$100,000, Sub-recipient shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act as amended (42 USC 7401), et seq., and the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., as amended.
  5. Sub-recipient agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083 (P.L. 103-277), which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
6. Sub-recipient 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 (42 USC 6201).
  7. Sub-recipient will comply with the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (42 USC 6962).
  8. Sub-recipient 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 projected consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 US 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 USC 7401 et seq.);
    - g. Protection of underground sources of drinking water under the State Drinking Water Act of 1974, as amended (P.L. 93-523);
    - h. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
  9. Sub-recipient will comply with the Davis-Bacon Act as amended (40 U.S.C. 276a to a-7) and as supplemented by Dept. of Labor (DOL) regulations 29 CFR Part 5; the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874) as supplemented by DOL regulations 29 CFR Part 3; and the 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.

10. Sub-recipient 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.
11. Sub-recipient shall comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) limiting the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
12. Lobbying and Religious Activity  
No funds made available under this sub-award shall be used for lobbying of federal, state or local legislatures to influence legislation or appropriations; or to raise funds or to promote, assist, or deter union organizing – Byrd Anti-Lobbying Amendment (31 USC 1352), 29 CFR Part 93, and 45 CFR Part 93.

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

13. Equal Treatment for Faith-Based Organizations  
Sub-recipient must comply with the regulations identified in 29 CFR 2, Subpart D.
14. Debarment and Suspension  
EO No. 12549 and 12689, Debarment and Suspension, Sub-recipient certifies that they are not on the list of entities on the federal debarment and suspension list and agrees to execute the Debarment and Suspension certification.

#### 15. Drug Free Workplace

Sub-recipient shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701 et seq. and all state and federal implementing regulations.

16. If any part of this sub-award utilizes Welfare Transition (WT) funds, Sub-recipient shall comply with 45 CFR 98, the Temporary Assistance for Needy Families (TANF) Program, 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder.
17. Sub-recipient agrees that it shall comply with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
18. Sub-recipient will comply with the Veterans Priority of Service Provisions, 20 CFR 1010, implementing priority of service in qualified job training programs for covered persons as authorized by section 2(a)(1) of JVA 38 U.S.C. 4215.
19. Sub-recipient agrees that it will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing the programs associated with this sub-award.

### **C. Audits and Monitoring**

#### 1. Audit Requirements

A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with UG § 200.514, Scope of Audit, except when it elects to have a program-specific audit conducted in accordance with § 200.507, Program-specific audits.

#### 2. Monitoring

Sub-recipient shall institute a system for monitoring fiscal and program activities for compliance with this sub-award. Sub-recipient will maintain documentation to verify completion of monitoring activities. The Sub-recipient shall respond in writing to CSCF monitoring reports and requests

for corrective action plans within ten (10) business days after the receipt of the monitoring report from CSCF.

### **3. Reports**

- a. Sub-recipient shall submit a copy of their independent audit report within thirty (30) calendar days after its receipt by the Sub-recipient, and not later than nine (9) months after the end date of this sub-award.
- b. If an official audit or monitoring report identifies unacceptable accounting practices and/or records management, CSCF reserves the right to withhold any or all reimbursement from any future payments to the Sub-recipient until such time as the accounting practices and/or records management are improved to the satisfaction of CSCF.

### **D. Record Keeping**

Sub-recipient shall be responsible for maintaining all financial records, statistical records, property records, customer records, supporting documentation, and any other documents (including electronic storage media) pertinent to this sub-award for a period of five (5) years from the date of the final payment of this sub-award, or until all audits are complete and findings on all claims have finally been resolved, whichever is longer. Records for equipment shall be maintained beyond the prescribed period if necessary to ensure that they are retained for five (5) years after final disposition of the property.

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

### **E. Access to Records**

1. At any time during the term of this Agreement, or at any time during the record retention period following

termination of this Agreement, Sub-recipient shall make all contracts, invoices, payroll records, personnel files, and any and all other records relating to the program, funded by this Agreement, available and shall permit the Secretary of Labor, Comptroller General, the Governor, CareerSource Central Florida or their designated representatives to conduct on site evaluations, audits, investigations, and monitor program performance to ensure compliance with the terms of the Agreement and amendments hereto.

2. Sub-recipient shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Sub-recipient pertaining to any program funded by this Agreement or amendment hereto, available to CSCF, the Comptroller, General of the United States, the federal government and/or the Governor or their designated representatives at any time upon reasonable notice and at no cost for the purpose of auditing, monitoring, reviews, investigation, survey or examination, even though, the Sub-recipient may at the time of the request no longer be operating programs for CSCF or be a Sub-recipient of CSCF.
3. Sub-recipient must make all records described in this Agreement available to CSCF, the State or the Federal government in Orange County, Florida.
4. Sub-recipient shall assure that program and fiscal records are available to the monitors at the time of the start of all monitoring visits. CSCF shall provide Sub-recipient with a schedule of the monitoring visits.
5. Sub-recipient agrees that when requested, Sub-recipient shall furnish any requested records to CSCF within ten (10) days of the request. Failure to comply may result in CSCF's withholding any Sub-recipients until such time that the Sub-recipient until such time that the Sub-recipient complies with the request.

## **F. Data Sharing (Non-Disclosure) and Confidentiality**

All sub-recipients, and any subsequent sub-contractors and their employees or agents (who are) granted access to confidential data, agree to maintain the confidentiality of employer, employee, claimant, and participant identity and all related information, pursuant to State and Federal regulations, unless such information has been exempted from non-disclosure for business purposes in accordance with State or Federal law, or a lawful and proper authorization has been obtained from the employer, employee, claimant or participant. Proper authorization and disclosure shall include requirements and limitations established by law specified in 20 CFR 603, and sections 443.1715 and 443.171(5), Florida Statutes.

Sub-recipients, and any subsequent sub-contractors, and their employees or agents who have access to confidential information are required to sign and comply with an Individual Non-Disclosure and Confidentiality Certification. Sub-recipient or agents granted access to electronic data systems used in the delivery of services must also sign a confidentiality access agreement for systems access privileges. Sub-recipient must inform CSCF immediately of any employees who are terminated or are no longer in need of system access.

Sub-recipients, and any subsequent sub-contractors, and their employees or agents, are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official public duties according to federal and state laws.

All documents, papers, computer files and other electronic media such as discs, thumb drives, laptops, and letters or other materials made, copied, or received in conjunction with this sub-award are subject to the applicable legal requirements for maintaining confidentiality and security of data in conformance with Federal, State, and local laws. Public access to records – unless covered by confidentiality rules – shall be in accordance with Chapter 119.021, Florida Statutes, regarding custodial requirements, and all other applicable laws or regulations.

Information may be made available to other CSCF partners to affect the appropriate delivery of services to the customer.

## **G. Internal Financial Control**

1. Sub-recipient shall be responsible for implementing procedures and internal financial controls governing the management and utilization of the funds provided hereunder. Sub-recipient shall maintain its books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by CSCF under this sub-award.
2. Sub-recipient shall track costs in sufficient detail to determine compliance with applicable laws and regulations and to ensure that the funds have not been unlawfully spent. All expenditures must be in accordance with Uniform Guidance.
3. Sub-recipient shall maintain separate accounting records for funds received and expended under this sub-award.
4. Salary Cap: Sub-recipient shall comply with Public Law 109-234, Section 7013 regarding Salary Cap as it pertains to individuals employed under this sub-award with CSCF. Annual certification will be required for submission with documentation during the contract period.

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

All invoices and the contract close-out report shall be submitted to CareerSource Central Florida (CSCF), 390 N. Orange Ave., Suite 700, Orlando, FL 32801, including, but not limited to:

1. Invoice: In order to receive payment Sub-recipient shall submit an accrual by the tenth (10<sup>th</sup>) calendar day following the end of each month, and an invoice to

CSCF by the twentieth (20<sup>th</sup>) calendar day following the end of each month. Invoices are generally paid within thirty (30) days of receipt. The invoice shall be for allowable costs as described in Sub-recipient's budget and as governed by the rules applicable to the funding streams and grants awarded to Sub-recipient. The invoice must be accompanied by all documentation necessary to substantiate the expenses for which is seeking reimbursement, including but not limited to supporting documentation deemed acceptable by CSCF. Invoices containing costs not supported by the proper documentation or items not detailed in Sub-recipient's line item budget shall be paid minus the expenditures lacking the documentation or not included with the submission of the invoice. Accuracy and timeliness of the invoices shall be a factor in recommendations for future renewals made to CSCF's governing boards.

2. Invoices must be submitted no later than the twentieth (20<sup>th</sup>) calendar day following the end of the month for which Sub-recipient is seeking reimbursement. Invoices submitted more than fifteen (15) calendar days following the termination of CSCF program year, which is June 30 of each year, will be honored at CareerSource Central Florida's discretion. If accrual or invoice due date occurs on a weekend, then the due date occurs on a weekend, then the due date shall be the Friday prior.
3. Sub-recipient agrees to maintain and provide the following documentation to CSCF, along with Sub-recipient's invoice for payment. Sub-recipient understands that invoices submitted without the below described documentation will not be honored.
  - a. Original and completed monthly Invoice, reflecting the appropriate time period and signed by an authorized Sub-recipient.
  - b. General or Accounting Ledger accurately reflecting all amounts billed; OR copies of paid invoices and copies of canceled checks for reimbursement of supplies, equipment, travel, expenditures). For mileage reimbursement requests, Sub-recipient shall use

the CSCF mileage form or their own form which contains the same information. Mileage from home to work will not be reimbursed. Sub-recipient is limited to the CSCF rate when reimbursing its staff for mileage. 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 Request for Payment. All costs billed must be incurred and paid.

- c. For payroll costs, payroll ledger/register reflecting allocation of staff time among cost categories and signed by an authorized Sub-recipient official for reimbursement of salaries and benefits and signed by employee as well as immediate supervisor and time and attendance sheets for each person billed under the Agreement. Time sheets and payroll ledger should be submitted in a timely manner and coincide with payroll processing dates. For those persons not working solely for the purpose outlined in the contract, a timesheet must be submitted indicating actual hours worked as billed. Hours cannot be based on percentage of time or based on budget; Supporting explanations and/or calculations sufficiently verifying ledger entries, and reconciled ledger line items to the corresponding line items on the Request for Payment.
- d. Sub-recipient will submit supporting detail for fringe benefits billed upon request by CSCF. Amounts billed for fringe benefits will be limited to actual costs.
- e. Detailed tapes and/or highlighted numbers on the invoices to support amounts listed on the payment requests must be included.
- f. For proprietary materials such as books and supplies, Sub-recipient shall provide signed receipts from students

acknowledging delivery of the materials for which CSCF is being charged.

- g. For reimbursement of rental and utility charges (if applicable), Sub-recipient shall provide a copy of the lease and, as appropriate, a copy of the entire phone bill, utility bill, and/or rental Agreement.
- h. For reimbursement of participant activities Sub-recipient shall provide participant attendance records and/or time sheets, participant payroll records, if applicable, participant competency tests, and any other documentation deemed necessary by CSCF.
- i. Any changes to the budget above a 10% variance in line items will require a contract modification.
- j. The Sub-recipient, upon final payment of amounts due under this Agreement, less any credits, refunds, or rebates due to CSCF, hereby releases and discharges CSCF from any financial claims arising from this Agreement.

The Sub-recipient shall comply with all provisions of CSCF's Contract Closeout Procedures.

4. **Program Income Report:** Program Income is defined as any revenues generated through activities funded under a sub-award in excess of costs.

In a cost reimbursement sub-award with holdback, any sub-award revenues in excess of expenditures shall constitute program income and shall be spent on program related activities within the sub-award period or returned to CSCF as part of the sub-award closeout.

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

1. Sub-recipient shall be liable to CSCF for any disallowed or questioned costs that Sub-recipient or CSCF incurs as a result of Sub-recipient expending funds in violation of this Agreement or in violation of the appropriate federal, state or local statutes, regulations, rules, policies, or procedures.

2. Disallowed or questioned costs may be identified through a monitoring report, investigation, review, or audit. Disallowed or questioned costs shall be refunded and promptly repaid to CSCF by Sub-recipient within thirty (30) days of the issuance of the report.
3. If this or any other Agreement is in effect at the time of the identification of a questioned or disallowed cost, or a credit that is due CSCF, CSCF may deduct the amount disallowed/ questioned from any reimbursements or payments due Sub-recipient.

#### **J. Insurance**

The Sub-recipient shall maintain during the term of this Agreement, the insurance and bonding specified below in addition to providing insurance coverage for all property purchased with CSCF funds in the event of loss or damage and shall list CSCF as the named insured with regard to such property.

1. **Third Party Liability:** Insurance on a negligence basis, including injuries and accidental death to any person in an amount not less than three hundred thousand dollars (\$300,000.00) and subject to the same limit for more than one (1) person in an amount not less than one hundred thousand dollars (\$100,000.00) on account of one (1) accident.
2. **Fidelity Bond:** Sub-recipient shall secure Fidelity Insurance to provide coverage under this contract or in the event that Sub-recipient has several contracts with CSCF. The fidelity bond shall be equal to the highest monthly advance or reimbursement expected to be received by the Sub-recipient. The policy shall name the officers, directors and those employees in positions allowing for access to or control of program funds provided for by this Agreement. The Sub-recipient agrees to reimburse CSCF for any loss incurred by CSCF under this Agreement. Sub-recipient shall be liable for any sums not covered and/or paid by their insurer.
3. **Property Damage:** Sub-recipient shall maintain property damage insurance in an amount not less than one hundred thousand dollars (\$100,000.00) for damage on account of any one (1)

accident and in an amount not less than fifty thousand dollars (\$50,000.00) for damages on account of all accidents.

4. Non-Owner Coverage: Sub-recipient shall maintain non-owner vehicle insurance coverage and shall name CSCF as an additional insured.
5. Directors and Officers, Employment Practice Liability and Errors and Omission Coverage:  
Non-governmental Sub-recipients shall maintain Directors and Officers Liability Insurance, which shall include Employment Practice Liability and Errors and Omission Coverage. Errors and Omission Coverage may not be paid for with WIOA funds. Coverage shall be in the amount of at least one million dollars (\$1,000,000.00) and shall name CSCF as an additional insured.
6. Certificates of Insurance:  
The Sub-recipient shall make available to CSCF upon request, Certificates of Insurance and Bonding prior to commencing any operations under this Agreement with such certificates clearly indicating that the Sub-recipient has obtained insurance and bonding in the amounts, type and classifications specified in this section and naming CSCF as an additional insured.
7. Addition of CareerSource Central Florida as a Named Insured:  
All insurance coverage required by CSCF under this Agreement shall cite CSCF as an additional insured under the policy. In the event the policy is cancelled CSCF shall have the right to cancel this Agreement.
8. Failure to Maintain Insurance:  
Sub-recipient shall not cancel, materially change, or not renew insurance coverage's affecting this contract before final payment by CSCF is made to the Sub-recipient. Sub-recipient shall notify CSCF in writing, of any material reduction or exhaustion of aggregate limits. Any exposure realized as a result of being underinsured will be covered by the Sub-recipient with non-federal funds. Failure to maintain the insurance coverage's required herein, may result in termination of the contract.

## **K. Purchasing**

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

## **L. Equipment**

The use of sub-award funds to purchase equipment, as defined in Uniform Guidance, is prohibited without prior written approval of CSCF.

Equipment or products approved for purchase must comply with the Buy American Act as defined in P. L. 103-335, § 507.

## **M. Use of Supplies**

Any consumable supplies purchased under this sub-award, or provided by CSCF for use in delivering the services under this sub-award, shall be used exclusively for program purposes unless an "other-use" agreement has been made part of this sub-award.

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

Sub-recipient agrees that CSCF, the State, and the federal government shall have a royalty free, nonexclusive and irrevocable license to reproduce, publish or otherwise use a copyright or patent or rights in data in any work developed in whole or in part with contract funds.

Sub-recipient agrees that CSCF, the State, and the federal government shall have a royalty free and nonexclusive and irrevocable license to reproduce, publish, or otherwise use the copyright or patent or rights in data for any copyright, patent or rights in data that Sub-recipient purchases with contract funds.

CSCF may utilize products as described above in conjunction with fee for service activities developed or operated by CareerSource Central Florida.

Sub-recipient agrees to comply with this section regardless of whether or not a copyright or patent has been secured or applied for in connection with the materials,

products, rights in data, intellectual property or other similar materials or part thereof developed in whole or in part with funds made available under this Agreement.

Any breach of this section shall entitle CSCF to damages at least equal to the fair market value of the materials, products, rights in data, intellectual property or other similar materials or part thereof and such other damages including punitive damages as a court may award.

Curriculum materials developed and copyrighted with non-contract funds but which may be used for this project are not subject to this section.

#### **O. Public Records**

To the extent Sub-recipient is acting on behalf of CSCF as provided under Subsection 119.011(2) of the Florida Statutes, Sub-recipient shall:

1. Keep and maintain public records required by CSCF to perform the services under this Agreement.
2. Upon request from CSCF's custodian of public records, provide CSCF with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Sub-recipient does not transfer the records to CSCF.
4. Upon completion of the Agreement, transfer, at no cost, to CSCF all public records in possession of Sub-recipient or keep and maintain public records required by CSCF to perform the service. If the Sub-recipient transfers all public records to CSCF upon completion of the Agreement, the Sub-recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the Sub-recipient keeps and maintains public records upon completion of the Agreement, the Sub-recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSCF, upon request from CSCF's custodian of public records, in a format that is compatible with the information technology systems of CSCF.

If the Sub-recipient fails to provide the public records to CSCF within a reasonable time the Sub-recipient may be subject to penalties under Section 119.10 of the Florida Statutes. Further, CSCF may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

**IF THE SUB-RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUB-RECIPIENT PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CSCF'S CUSTODIAN OF PUBLIC RECORDS (MS. NILDA BLANCO, DIRECTOR OF BUSINESS INTELLIGENCE) AT:**

**(407) 531-1222, EXT. 2035**

**OR**

**[NBLANCO@CAREERSOURCECF.CO](mailto:NBLANCO@CAREERSOURCECF.COM)**

**[M](mailto:NBLANCO@CAREERSOURCECF.COM) OR**

**390 N. ORANGE AVENUE, ORLANDO, FL 32801**

#### **P. Assignment and Subcontracts**

Sub-recipient shall not subcontract, assign, or transfer any rights or responsibilities under this sub-award, or any portion thereof, without the prior written approval of CSCF, unless otherwise authorized by this sub-award. Sub-recipient shall submit a written subcontract to CSCF for approval prior to its execution. Including the names of potential subcontractors in a response to a request for proposal does not relieve the Sub-recipient from obtaining this written approval.

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

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

**Q. Conflict of Interest**

Sub-recipient asserts and assures that they did not solicit, pay, or offer some other form of consideration to any CSCF Board Member, CSCF staff person, or other elected official or public officer in order to obtain this contract award.

Sub-recipient asserts and assures that it is in compliance with the WIOA and other federal and state applicable conflict of interest restrictions.

Sub-recipient agrees to abide by CSCF's Code of Conduct or with its own organizational Code of Conduct so long as it meets the minimum standard set forth within CSCF's own Code of Conduct.

Neither Sub-recipient nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Sub-recipient's loyal and conscientious exercise of judgment related to performance under this Agreement.

Sub-recipient agrees that none of its officers or employees shall during the term of this Agreement serve as an expert witness against CSCF, the CSCF Consortium of Elected Officials, in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of CSCF in connection with any such pending

or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Sub-recipient is given written authorization from CSCF to utilize subservice providers to perform any services required by this Agreement. Sub-recipient agrees to prohibit such subservice providers by written contract, from having any conflicts as within the meaning of this section.

**R. Indemnification**

Indemnification Applicable to State Agencies and Governmental Entities:

If Sub-recipient is a state agency as defined in Chapter 768.28, Florida Statutes, Sub-recipient agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Sub-recipient as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, this Agreement or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CSCF any sums due Sub-recipient under this Agreement may be retained by CSCF until all of CSCF's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSCF.

Indemnification Applicable to Private-For-Profit, Public-Not-for-Profit and Private-Not-for-Profit Entities:

Sub-recipient shall at all times hereafter indemnify, hold harmless and, at CSCF's option, defend or pay for an attorney selected by the President & CEO to defend CSCF, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, caused by a negligent act or omission of Sub-recipient, its employees,



agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CSCF any sums due Sub-recipient under this Agreement may be retained by CSCF until all of CSCF's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSCF.

**S. Health and Safety**

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

**T. Grievance and Complaint Procedures**

Sub-recipient agrees to provide program participant's access to the CSCF grievance procedures for participants in CSCF funded programs with respect to a non-criminal grievance or complaint arising in connection with WIOA programs operated by Sub-recipient other than civil rights complaints. Sub-recipient agrees to be bound by any decision arrived at as a result of taking part in the procedure. With respect to WIOA participants, the final resolution of the grievance must be within sixty (60) days of the filing of the formal grievance or complaint as per the WIOA Regulations.

Sub-recipient agrees to comply with the grievance procedures applicable to Providers in the event of a grievance with respect to CSCF.

Whenever CSCF forwards or notifies Sub-recipient of customer complaints about the workforce system received from the State or other external sources Sub-recipient shall assist CSCF in investigating the complaint in a timely manner, and agrees to take appropriate action to resolve the complaint as shall be determined by CSCF.

Hearings regarding grievances in which a finding is made in Sub-recipient's favor are subject to state and federal approval and Agreement. If the State and/or federal oversight entity does not agree with the finding, whether it is regarding a participant complaint or a questioned or disallowed cost as a result of a monitoring or audit finding, Sub-recipient shall comply with the State or federal determination and in the event of a questioned or disallowed cost Sub-recipient shall be liable to CSCF for repayment of the cost which has been questioned or disallowed.

**U. Sponsorship: Public Announcements and Advertising**

Sub-recipient shall not publicize, advertise, or describe the training and/or services funded under this contract, without prior approval from CSCF. The Sub-recipient agrees to use the CareerSource brand name, and will adhere to all marketing strategies implemented by CSCF. Sub-recipient 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, Sub-recipient 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 in accordance with P.L. 103 – 333 § 508.

**V. Knowledge of Terms of this Contract**

The Sub-recipient shall take such actions as are necessary to ensure the knowledge and understanding of the terms of this sub-award by all staff of the Sub-recipient and any subcontractor(s).

**W. Code of Conduct**

Sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this sub-award as identified in 29 CFR 95.42.

**X. Incident Reporting**

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

**Y. Enforcement of Contract Provisions**

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

**Z. Warranty**

The Sub-recipient covenants and warrants:

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

**AA. 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.

**BB. 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.

**CC. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

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.

## II. MUTUAL ASSURANCES

### A. Amendments and Modifications

1. CareerSource Central Florida (CSCF) reserves the authority to amend or modify this sub-award with written bilateral agreement of the Sub-recipient. Reimbursements and the total dollar amount may be adjusted retroactively to reflect cost increases when these have been established through the appropriate process and subsequently identified in a modification to the Sub-recipient's budget.
2. Mandatory changes in regulations, policies or laws will be unilaterally amended as a Sub-award Modification signed by the CSCF President/CEO, and will be effective upon receipt by the Sub-recipient.
3. At the sole discretion of CSCF, this sub-award may be renewed on an annual basis for up to four (4) additional years, based on performance, organizational strategies, and/or funding availability.

### B. Termination

1. Termination Due to Lack of Funds: If for any reason funds to finance this sub-award are reduced, suspended or terminated, in whole or in part, funding for this sub-award may cease. CSCF shall provide no less than thirty (30) business day's written notice of such termination.
2. Termination for Breach: CSCF may terminate this sub-award when it has determined that the Sub-recipient 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 sub-award. CSCF will notify Sub-recipient of such in writing. Depending on the situation and cause for the breach of sub-award, CSCF may either unilaterally cancel the sub-award immediately, or allow the Sub-recipient ten (10) business days from receipt of notice in which to respond with a plan agreeable to CSCF to correct said deficiencies. Upon failure of Sub-recipient to respond within the appointed

time, or failure of Sub-recipient to respond with appropriate plans, CSCF will serve a termination notice that shall become effective within fifteen (15) business days after its issuance.

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

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

3. Termination for Convenience: This sub-award may be terminated by either party for convenience when it is in their best interest. CSCF may suspend this sub-award for the purpose of investigating irregularities under this sub-award. 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 Sub-recipient has forty-five (45) calendar days after the effective date to bill for payment. Sub-recipient 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(s) under this sub-award may be suspended or sub-award terminated upon the refusal by Sub-recipient to accept or comply with any additional conditions that may be imposed by the Federal Government, the State of Florida, the Governor, or CSCF at any time.  
  
The submittal of false information may be considered fraud and could result in the immediate termination of the sub-award
5. Arbitration Clause: Any controversy or claim arising out, of or relating to, this sub-award, 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 sub-award shall be interpreted under the laws of the State of Florida.

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

**ATTACHMENT B: STATEMENT OF WORK**  
One-Stop Operator – Career TEAM, LLC  
July 1, 2021 - June 30, 2022

**Purpose:**

The purpose of this agreement is to establish an entity to act on behalf of CareerSource Central Florida as a One Stop Operator which has been defined the CSCF Board of Directors as:

"An entity or entities that will strategically coordinate all mandatory partners across five counties represented by Career Source Central Florida as required by WIOA, and whose responsibilities will not include service delivery and overseen by the Chief Operations Officer . The One Stop Operator will work with CSCF to meet all state and federal requirements." (December 2016)

CSCF, per 20 CFR § 678 .620, requires, at a minimum, that the One-Stop Operator coordinate the service delivery of the required one-stop partners and service providers as prescribed by WIOA sec. 121(b)(1)(B), 20 CFR 678.400, 34 CFR 361.400 and 34 CFR 463 . 400.

CSCF will work with its One Stop Operator to coordinate required providers across the one-stop delivery system, with the priority placed on the comprehensive career center, which has been designated as the West Orange County office. The coordination of programs will include Vocational Rehabilitation, Division of Blind Services, Adult and Family Literacy, Career and Technical Education, Migrant Seasonal Farm Workers, Community Service Block Grant, and Housing and Urban Development self-sufficiency efforts.

Per the U.S. Department of Labor's Training and Employment Guidance Letter (TEGL) 15-16 the One Stop Operator will:

- Disclose any potential conflicts of interest arising from the relationships of the one-stop operators with particular training service providers or other service providers, including but not limited to, career services providers;
- In coordinating services and serving as a one-stop operator, refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services; and
- Comply with Federal regulations, and procurement policies, relating to the calculation and use of profits.

As part of this agreement the One Stop Operator will not:

- convene system stakeholders to assist in the development of the local plan;
- direct career center staff to conduct activities or implement strategies;
- prepare and submit local plans (as required under WIOA sec. 10 7);
- be responsible for oversight of itself;
- manage or significantly participate in the competitive selection process for one-stop operators;
- select or terminate one-stop operators, career service providers, and youth providers;
- negotiate local performance accountability measures; or

- develop and submit budgets or infrastructure agreements for activities of the local workforce development area.

**Services to be Provided:**

Career TEAM, LLC under this Sub-Award Agreement with CSCF, will facilitate coordination of one-stop center partners, through the following responsibilities, as specified in the original Request for Proposal:

CareerSource Central Florida (CSCF) defines the basic role of the One-Stop Operator as an entity that will coordinate the service delivery of participating local One-Stop partners with the minimum of these mandatory required partners:

Vocational Rehabilitation, Division of Blind Services, Family Literacy and all public Adult Education programs within the five-county service area, Career and Technical Education, Community Services Block Grant, Senior Community Service Employment Program, and Youth Build.

This coordination shall, at a minimum, include the following responsibilities:

1. Establish linkages between all One-Stop partners to review mission and value alignment.
2. Facilitate conversations between partners to establish data sharing agreements and performance tracking between partners.
3. Convene meetings to build relationship between and among the partners, and facilitate conversations to streamline processes and create better efficiencies and effectiveness.
4. Support discussions between CSCF and partners regarding infrastructure agreements among partners.
5. Develop and assist in execution of Memorandum of Understanding (MOU) or other required documents that comply with partner funding requirements, delivery models and metrics to track objectives.
6. Work with CSCF staff to conduct meetings with stakeholders to negotiate service delivery commitments.
7. Serve as a facilitator between required One-Stop partners and CSCF to operationalize program coordination activities outlined in MOU.
8. Participate in CSCF community or stakeholder strategic meetings related to partners' service delivery needs and design.
9. Report monthly to the Chief Operations Officer (COO) on progress and specific milestones negotiated via a service contract.

CSCF has been approved to provide and will continue to provide direct career series defined by WIOA, sec. 134(c) (2).

**ATTACHMENT C: BUDGET**

One-Stop Operator – Career TEAM, LLC

July 1, 2021 - June 30, 2022

Payment to Contractor shall be cost reimbursement. The total cost reimbursement to be paid to Contractor for services under the terms of this Agreement shall not exceed the total amount stated in the table below unless otherwise authorized by CareerSource Central Florida in a written amendment to the Agreement. CSCF will compensate Contractor for services performed during the period outlined in this agreement in an amount not to exceed \$80,000. The method of payments shall be paid based on expenses incurred each month, in accordance with GAAP, and based on invoices submitted by Contractor. Documentation must substantiate actual costs incurred up to the total contract amount at the end of the program year (June 30). This documentation shall be sent to the attention of CSCF's Finance Department via its email address: [Accountspayable@careersourcecf.com](mailto:Accountspayable@careersourcecf.com). All payroll expenditures must include Personal Activity Reports (PARs), payroll registers, and other documents, as needed, to support reimbursed expenditures billed to the agreement.

The company requests a total budget of \$80,000 for a 12-month contract period. The table shows the proposed use of funds.

<b>Description</b>	<b>Cost</b>
Salaries (Based on 20-25 hours per week)	\$47,300
Benefits	\$10,470
Travel	\$3,000
Operational (printer/laptop; cell phone, office supplies, prof development)	\$5,897
Program Indirect (includes profit)	\$13,333
Subtotal Budget Request	\$80,000
Direct Participant	\$0
<b>TOTAL BUDGET REQUEST</b>	<b>\$80,000</b>

***\*Career TEAM, LLC is a for profit entity. The proposed flat rate fee includes \$6,667 for profit.***

***\*\*To be negotiated by CSCF for final total cost.***

## **ATTACHMENT D – PERFORMANCE OBJECTIVES AND DELIVERABLES**

The One-Stop Operator, in collaboration with CSCF, as described by CSCF in the RFP will:

- Dedicate their primary focus to support the regions required partners and their related referrals for a coordinated service delivery at the only fully comprehensive One Stop Center located in the West Career Center in Orange County.
- Facilitate the development of the required One-Stop memorandum of understanding as described in WIOA Section 121 as necessary.
- Document the objectives, delivery model, service offerings and funding streams of all participating required partners.
- Establish a process that defines how the One-Stop partners will coordinate services to refer – customers, share data and define common metrics to track the success of the efforts of the One-Stop delivery system.
- Establish a process between partners to articulate continuous improvement principles of plan, do, check, and adjust (PDCA) for the joint efforts identified.
- Participate in CSCF partner strategic meetings relating to program delivery needs and design to ensure the operational delivery of identified strategies.
- Attend required partner meetings to understand what makes each organization contribute to the talent supply in the region and better align referrals, service delivery and client satisfaction with CSCF.
- Produce monthly reports to include actions taken with respect to each of the deliverables highlighting the metrics, accomplishments, and challenges to share when meeting with the COO.
- OSO and COO to attend a minimum of one meeting for each partners organization per quarter.

The One-Stop Operator, in collaboration with CSCF, as described by Career TEAM, LLC in the RFP will:

1. The company will hire a qualified, dedicated OSO who will direct his/her primary focus to support the regions required partners and their related referrals for a coordinated service delivery at the only fully comprehensive One Stop Center located in the West Career Center in Orange County.
2. The OSO will establish a defined schedule in collaboration with CSCF.
3. The OSO will work approximately 20 to 25 hours per week with the understanding that some weeks will require more intensive involvement and/or evening or weekend hours depending on the nature of the work (e.g., an MOU partner event, a meeting in the community or related to a strategic initiative).
4. Create an environment of success for the OSO through a supported on-boarding process that builds on the company's existing reputation and knowledge of the One-Stop Center system and its committee structure (e.g., CQI Team, Center Operations Team, and the Center Leadership Team).
5. The alignment of mission, values, and approach between OSO and providers will create a dynamic environment and "build community" to achieve the vision and mission set forth by Workforce Central, chief among which includes a best in class integrated service delivery system.
6. The company's President will provide subject matter expertise and connect the OSO to the company's peer network of OSOs to promote learning, innovation, growth, and sharing of best practices – including self-assessment processes to prepare for the renewal of the CQI One-Stop Center certification.
7. The OSO will, in collaboration with CSCF and other MOU Partners, establish a clear work plan that will: a) elevate and protect the quality of service delivery systems; b) promote innovation and growth in response to the needs of priority populations or employers; c) position CSCF to capitalize on opportunities to attract additional resources to the region or use existing resources more effectively; and d) protect and enhance the brand strength and visibility of CSCF.
8. The company will provide additional consultative and subject matter expertise to advance the work plan. This may include: professional development training for MOU partners and community resource networks provided by Career Team U on topics such as diversity, equity and inclusion, exceptional customer service, conflict resolution, LMI trends); sharing of tools and techniques such



as value-stream mapping or customer journey mapping to support continuous quality improvement across all functional areas; or exploring technology enhancements.

9. OSO will facilitate the development of the required One-Stop memorandum of understanding as described in WIOA Section 121 as necessary. This includes the seven unique MOU partners with required and desired community partners.
10. Document the objectives, delivery model, service offerings and funding streams of all participating required partners. This includes coordinating access to information from existing data systems and organizing this information to promote meaningful use through performance dashboards and/or special analysis that provide in-depth looks at priority populations; disparities by race/ethnicity, income, geography, or other factors such as language; programs; or other leading indicators of performance (e.g., enrollments, participation/engagement levels, % completions, credential/certifications) or actual performance metrics and measures.
11. Establish a process that defines how the One-Stop partners will coordinate services to refer – customers, share data and define common metrics to track the success of the efforts of the One-Stop delivery system. This includes activities such as clarifying partner roles in the context of the “customer journey”; sharing access on barriers, reviewing the use of agreed upon processes to identify barriers using validated screening instruments; and exploring technology enhanced referral relationships. This work is essential to promoting diversity, equity, and inclusion and relates directly to quality improvement processes and professional development – including access to Career TEAM U’s extensive training menu and access to subject matter experts.
12. Establish a process between partners to articulate continuous improvement principles of plan, do, check, and adjust (PDCA) for the joint efforts identified; e) Participate in CSCF partner strategic meetings relating to program delivery needs and design to ensure the operational delivery of identified strategies. The OSO will use data dashboards and special studies to support the quality improvement work, define the issue, identify the root causes, and create a collaborative workspace to build solutions that first and foremost respond to customer needs and create an amazing customer experience.
13. Attend required partner meetings to understand what makes each organization contribute to the talent supply in the region and better align referrals, service delivery and client satisfaction with CSCF. This work involves understanding the inputs and outputs relevant to each partner and the dependencies and working assumptions relevant for each partners to succeed.
14. Produce monthly reports to include actions taken with respect to each of the deliverables highlighting the metrics, accomplishments, and challenges to share when meeting with the COO. This work will build on existing strengths of processes and introduce enhancements in areas where the CSCF seeks improvement or innovation.
15. Required technical tracking of progress between and among the partners, as part of the monthly reports.

**ATTACHMENT E – MONTHLY PROGRESS REPORT**

One-Stop Operator – Career TEAM, LLC

July 1, 2021 - June 30, 2022

As stated within ATTACHMENT D PERFORMANCE OBJECTIVES AND DELIVERABLES Sub-recipient shall produce a written report each month for submittal to CSCF to reflect Sub-recipient's progress each month.

Monthly report shall be delivered to Mimi Coenen, Chief Operating Officer.

## ATTACHMENT F – INDIVIDUAL NON-DISLOSURE AND CONFIDENTIALITY CERTIFICATION FORM

I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information of individuals who are employed by CareerSource Central Florida, receive public assistance, employment and unemployment insurance records maintained by the Department of Economic Opportunities, made available to the organizations, for the limited purpose of performing its duty pursuant to a Contract for Services and Non-Disclosure and Confidentiality Certification agreement.

These confidential records may include name (or other personally identifiable information), Social Security numbers, wage and employment data and public assistance information which are protected under federal and state law. Such information is confidential and may not be disclosed to others. In order to perform my duties associated with the program requirements set forth under contract or agreement, I am requesting an access to a secure database. Prior to receiving such means of access, I acknowledge and agree to abide by the following standards for the receipt and handling of confidential information:

1. I shall use access to the Workforce Systems only to secure information to conduct official program business under such contract/agreement.
2. I shall not disclose my username, password, or other information needed to access the Systems to any party nor shall I give any other individual access to information secured.
3. If I should become aware that any other individual – other than an authorized employee – may have obtained or has obtained access to my username, password, or other information needed to access the Workforce Systems, I shall immediately notify CareerSource Central Florida's Chief Information Officer or Program Manager.
4. I shall not share with anyone any other information regarding access to the Systems unless I am specifically authorized by CareerSource Central Florida.
5. I shall not access or request access to any Social Security numbers, personal information, wage or employment data unless such access is necessary for the performance of my official duties.
6. I shall not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) involved.
7. I shall retain the confidential data only for that period of time necessary to perform my duties. Thereafter, I shall either arrange for the retention of such information consistent with federal or state record retention requirements or delete or destroy such data.
8. I am knowledgeable about proper use and handling of confidential data. I shall comply with all confidentiality safeguards including but not limited to, the following: a) protecting the confidentiality of my username and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.
9. I shall not copy, sell, or release data confidential or not obtained from my access to anyone. Any data, confidential or not, obtained will be destroyed in a secure and appropriate manner after completion of contract work.
10. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I further acknowledge that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to a fine and/or period of imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

11. Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately seek guidance from CareerSource Central Florida designated contact and be guided by his/her response.

Sub-recipient Employee Signature:  \_\_\_\_\_

Date: 7/28/21

Print Sub-recipient Name: Christopher Kuselias

Company Name and Address: Career TEAM, LLC 250 State St. Unit C2  
North Haven, CT 06473

Work Telephone: 203-407-8800

E-Mail: info@careerteam.com / chris@careerteam.com

Application(s) Given Access To:

## ATTACHMENT G – SUBRECIPEINT CERTIFICATIONS

By signing the agreement, the Sub-recipient is providing the certifications as detailed below:

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION (29 CFR Part 95 and 98).**

The prospective Sub-recipient certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and,

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Sub-recipient is unable to certify to any of the statements in this certification, such prospective Sub-recipient shall attach an explanation to this proposal [or plan].

### **CERTIFICATION REGARDING LOBBYING (29 CFR Part 93).**

The undersigned (i.e. Sub-recipient) certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

### **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (29 CFR Part 94 and 98).**

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, the undersigned Sub-recipient attest and certify that the Sub-recipient will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:

- a. The dangers of drug abuse in the workplace.
  - b. The policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (C) (1).
  4. Notifying the employee in the statement required by paragraph (C) (1) that, as a condition of employment under the contract, the employee will:
    - a. Abide by the terms of the statement.
    - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
  5. Notifying the Sub-recipient in writing ten (10) calendar days after receiving notice under subparagraph (C) (4) (b) from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/grant.
  6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (C) (4) (b), with respect to any employee who is so convicted.
    - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
    - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
  7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

**NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37).**

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Innovation 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;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

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.

**CERTIFICATION & SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. This sworn statement and certification is submitted to CareerSource Central Florida by:

Christophe Kuselias

(Print Individual's Name & Title)

for Career TEAM, LLC

(Print Name of Sub-recipient Submitting Sworn Statement)

whose business address is 250 State St Unit C2 North Haven CT 06473

and its Federal Employer Identification Number is 06-1443936

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies, **CHECK ONE ONLY**):

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of

Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Provider list. (attach a copy of the final order).

I UNDERSTAND THAT I AM REQUIRED TO INFORM CAREERSOURCE CENTRAL FLORIDA PURSUANT TO FLORIDA STATUTES 287 OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

The Sub-recipient will comply with all applicable requirements of all other Federal Laws, executive orders, regulations, and policies governing the program(s) associated with this contract.

Christopher Kuselias, CEO  
Name and Title of Authorized Representative

[Signature]  
Signature of Authorized Representative

Career TEAM, LLC  
Sub-recipient

7/28/21  
Date



# **Attachment J**



## PROCESS: Local Strategic Plan Public Comment Process

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### I. PROCESS:

The plan and its attachments will be made available to the public through CareerSource Central Florida's website ([www.careersourcecentralflorida.com](http://www.careersourcecentralflorida.com)) for no less than 14 days and no more than 30 days before the plan submission. Additionally, CSCF will keep the public comment open to receive comments until the plan is approved by CareerSource Florida.

CSCF has established an email address ([CSCFStrategy@careersourcecf.com](mailto:CSCFStrategy@careersourcecf.com)) to collect and allow staff to review public comments.

Additionally, CSCF will notify key stakeholders via email notices and newsletters of the opportunity to comment on the draft plan.

### II. Current Plan Period:

**Posted on website:** 09/12/2022 (date) to 10/12/2022 (date)

**Comments received:**

<b>No comments received as of 10/13/2022</b>

# **Attachment K**



**POLICY TITLE: WIOA Priority of Funds Policy**  
**POLICY NUMBER: WIOA 02**

<b>Author:</b> Gina Ronokarijo, Senior Planning Manager	<b>Effective Date:</b> 7/1/2015	<b>Revision Date:</b> 03/01/2022
<b>Description of Revision(s):</b>	Update Lower Living Standard Income Level (LLSIL) table for WIOA	
<b>Approval:</b>	Mimi Coenen, Chief Operations Officer	
<b>Signature:</b>		

**I. PURPOSE:**

The Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker programs, in coordination with the Wagner-Peyser Employment Services, are pivotal pieces of the one-stop delivery system. This policy will provide clarification on providing basic, career and training services for unemployed adults, underemployed adults and dislocated workers.

**II. APPLICATION:**

This document applies to all staff and/or contractor staff who are responsible for determining WIOA eligibility using Priority for Funds in Region 12

**III. BACKGROUND:**

The WIOA was signed into law on July 22, 2014 and is designed to help career seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need for a competitive economy.

The law authorizes career services and referral to training for adults and dislocated workers in three categories:

**A. Basic Services -Services made available to all participants:**

- Orientation to information and services available.
- Initial assessments of skill level, aptitudes and abilities.
- Job search and placement assistance.
- Provision of information on in-demand industry sectors, occupations and non-traditional employment.
- Labor market information to include local, regional and national requested job skills, required educational levels and wage data.

- Performance information and program cost information on eligible providers of training services.
- Information and assistance regarding filing claims for unemployment.

**B. Individualized Career Services** - Services made available if deemed appropriate and needed for an individual to obtain or retain employment:

- Comprehensive and specialized assessments
- In-depth interviewing and evaluation to identify challenges and appropriate employment goals.
- Development of individual employment plan
- Individual or group counseling
- Career planning
- Workforce preparation activities
- Financial literacy services
- English language acquisition service - Must be in conjunction with an occupational skills training activity.
- Short-term prevocational services - development of learning skills, communication skills, interviewing skills, personal maintenance skills and professional conduct.

**C. Work-based Training** (stand alone or in combination)

- Individual Training Accounts
  - Occupational Skills Training
  - Work Experience/Internship
- Customized Training
- Incumbent Worker Training
- Registered Apprenticeship
- On-the Job Training

**D. Follow-up Services** -

- Counseling regarding the workplace
- Confirmation of continued employment, potential wage gain and/or notification of additional employment.

Training activities can be provided in any order; with no pre-determined sequence of activities.

WIOA provides a focus on serving "individuals with challenges to employment" and seeks to ensure access to these populations by outlining a priority basis.

**IV. Definitions:**

Attachment B: Key Terms and Definitions

**V. REFERENCES:**

1. Employment and Training Administration, Training and Employment Guidance Letter WIOA No. 19-16

2. Section 134 (c)(3) (E) of WIOA
3. Section WIOA §680.600
4. Section WIOA §680.640
5. Section WIOA 134 (d)(4)
6. Section WIOA 101(d)(1) of title 10, United States Code
7. Section WIOA (16)(8)
8. Lower Living Standard Income Levels (LLSIL) - [DEO LLSIL Communique - Floridajobs.org](#)
9. Asset Limited, Income Constrained, Employed (ALICE) Study of Financial Hardship - <http://unitedwayalice.org/reports.php/> ; Average Household Stability- Pg. 58

## **VI. POLICY:**

### **A. Adult Funds - Requires Priority**

Pursuant to USDOL ETA guidance in TEGL 19-16 CareerSource Central Florida (CSCF) will prioritize individuals seeking adult services. Adult is defined as an individual older than 17 and younger than 72.

Under WIOA, the term "Basic Skills Deficient" applies when an individual is unable to compute or solve problems, or read, write or speak English, at a level necessary to function on the job, in the individuals' family or in society.

Priority for Adult eligibility must be provided in the following order:

1. Veterans and eligible spouses who are WIOA eligible and who have one or more of the barriers listed in the chart below.
2. Individuals who are not veterans or eligible spouses, but who have any one or more of the barriers listed in the chart below.
3. Veterans and their eligible spouses who do not have any of the barriers listed in the chart below.
4. Priority populations established by the Governor and/or local WDB.
5. Individuals who are not veterans and do not have any of the barriers listed below.

### **Adult Barriers used to Determine Priority of Service (in alphabetical order):**

- Disabled individuals, as defined in WIOA section 3, paragraph 25
- English language learners, as defined in WIOA section 204
- Ex-offender, as defined in WIOA section 3, paragraph 38
- Homeless individuals, as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C) 14043e-2(6)
- Indians, Alaska Natives and Native Hawaiians as defined in WIOA section 166
- Individuals who have a low level of literacy, as defined in WIOA section 203
- Individuals facing substantial cultural barriers, as defined in WIOA section 203

- Individuals within two years of exhausting the lifetime eligibility for TANF assistance part A of Title IV of the Social Security Act (42 U.S.C. 601 et6 seq.)
- Long-term unemployed individuals, defined as individuals who have not been employed within the last 27 weeks.
- Low-income individuals as defined in WIOA section 3 paragraph 36 and locally as:
  - a. An individual receiving, or who in the past six months has received, or is a member of a family that is receiving federal, state or local public assistance;
  - b. An individual with a family income that does not exceed 200% of the lower living standard income level;
- Older individuals, aged 55 or older as defined in WIOA section 3 paragraph (39)
- Migrant and/or seasonal farmworkers as defined in WIOA section 167 (1)
- Single parents
- Single pregnant women
- Youth who are in or have aged out of the foster care system.

**Household Self Sufficiency:**

**Region 12 has defined low income as 200% for a metro area based on size of the household per the Lower Living Standard Income Level (LLSIL).** Low- income is based on a federally issued Lower Living Standard Income Level chart that is updated annually. Knowing what it-takes to survive in our local operating area with housing, basic food and clothing needs, CSCF determined this level will allow us to use our resources to serve more individuals.

- B. Dislocated Worker Funds - WIOA statutory priority use of funds does not apply to Dislocated Workers.** Individuals may also receive career and follow up services as a dislocated worker if they meet one of the following descriptions.

A DISLOCATED WORKER is an individual who-

**Dislocated Worker Category 1:**

- Has been terminated, laid off, or who has received a notice of termination or layoff, from employment; and
- Is eligible for or has exhausted entitlement to unemployment compensation; and
- Is unlikely to return to a previous industry or occupation.
- Examples include but are not limited to: Entrepreneurship

**Dislocated Worker Category 2:**

- Has been terminated, laid off, or who has received a notice of termination or layoff, from employment; and
- has been employed for a duration sufficient to demonstrate attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were

- not covered under a State unemployment compensation law; and
- Is unlikely to return to a previous industry or occupation.

**Unlikely to return to previous occupation (clarification) -**

Refers to the status of an unemployed worker as having limited opportunities within their previous industry or occupation for employment or re-employment as confirmed by labor market information. This could include personal and/or confidential information that must be determined on a case-by-case basis.

Examples include but are not limited to:

- The industry and/or occupation is in decline or the job has become obsolete.
- The dislocated industry and/or occupation is in demand and the individual's occupational skills are no longer in demand or outdated or lack the education degree/certification required by industry.
- The individual is not able to relocate to an area that has jobs in demand for which s/he is qualified.
- The individual is not able to work in another capacity in the occupational area from which s/he was dislocated because of physical or mental limitations. An individual may have been employed in an industry or occupation performing physically or mentally demanding tasks but is no longer capable of performing the essential requirements of the job.

**Dislocated Worker Category 3:**

- Has been terminated, laid off, or has received a notice of termination or layoff, as a result of any permanent closure of, or any substantial layoff at a plant, facility, or enterprise.

**Dislocated Worker Category 4:**

- Is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days.

**Dislocated Worker Category 5:**

- Was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters.

**Dislocated Worker Category 6:**

- Is a displaced homemaker defined as an individual who has been providing unpaid services to family members in the home and has been dependent on the income of another family member but, is no longer supported by that income; or is the dependent spouse of a member of the Armed Forces on active duty and whose family income is significantly reduced because of deployment, or a call or order to active duty, or a permanent change of station, or the service-connected death or disability of the member and is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.



**Dislocated Worker Category 7:**

- Is a spouse of a member of the Armed Forces on active duty, **and** who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member.

**Dislocated Worker Category 8:**

- Is the spouse of a member of the armed forces on activity duty and who is unemployed or underemployed **and** is experiencing difficulty in obtaining or upgrading employment.

**C. Applicable to both Adult and Dislocated Worker Programs/Funding under WIOA:**

Training services may be made available to employed, underemployed, unemployed adults or dislocated workers who, among other criteria are:

- Unlikely or unable to obtain or retain employment that leads to economic self-sufficiency; or
- Working part-time looking for full-time employment; or
- Employed in a position that is inadequate with respect to their skills and training; or
- Unlikely or unable to obtain or retain wages comparable to or higher than wages from previous employment; or
- Ready with the skills and qualifications to successfully participate in the selected programs of training services; or
- Able to select training programs that are directly linked to employment opportunities.

**D. Regional Self-sufficiency Standard**

WIOA §680.140 Paragraph (b) (6) provides for local areas to adjust the economic self-sufficiency standards for local areas. Levels of self-sufficiency may vary by local area and the local economy; this flexibility allows local areas to tailor their services in a way that works in their economy. In the spirit of the legislation, **CSCF is making a distinction between low-income and self-sufficiency for purposes of serving individuals with WIOA funding.**

CSCF has evaluated has used the income threshold outlined in the United Way ALICE (Asset Limited, Income Constrained Employed) Florida Report (<http://www.uwof.or /alice> and the U.S. Department of Housing and Urban Development (HUD) to define the local criteria for "self-sufficiency."

CSCF is establishing a self-sufficiency threshold to serve business clients and career seeker customers of **\$58,000, which aligns with HUD**, is higher than ALICE thresholds, which will allow the organization to upskill middle career employees that may give way to more middle-skilled opportunities that support CSCF's niche customer. Strategically, this will allow CSCF resources to provide training and skills upgrade services to a broader range of individuals while still

meeting the intent of WIOA. This local self-sufficiency level represents what it takes to have basic stability in our area with housing, food, clothing, transportation and basic healthcare.

**VII. INQUIRES:**

Questions regarding this policy should be directed to the COO or designee.

**VIII. ATTACHMENTS/RESOURCES:**

Attachment A: WIOA Qualification Guide  
Attachment B: Key Terms and Definitions  
Attachment C: LLSIL Income Guidelines

Fund	Age	Work Status	Veteran Status	Selective Service	Adult Program Barrier Criteria
WIOA Adult	18-71 Note: older than 71 may be served on a case by case basis	Authorized to work in U.S.	DD214 or any document that verifies service	If male, registered as required	<ul style="list-style-type: none"> <li>• Disabled</li> <li>• English language learners</li> <li>• Justice Involved (Ex-offender-currently or previously involved with law enforcement)</li> <li>• Native Americans, Alaska Natives and Native Hawaiians</li> <li>• Individuals who are basic skills deficient</li> <li>• Individuals facing substantial cultural barriers</li> <li>• Individuals with in two years of exhausting the lifetime eligibility for TANF assistance</li> <li>• Long-term unemployed individuals (not employed in the last 27 weeks)</li> <li>• Low Income individuals are defined as: <ul style="list-style-type: none"> <li>a. An individual receiving, or who in the past six month, has received federal, state or local public assistance</li> <li>b. An individual with a family income that does not exceed the federal poverty level</li> <li>c. An individual with a family income that does not exceed 200% of the lower living standard income level</li> <li>d. An individual who is homeless</li> <li>e. A disabled individual whose own income meets the definition of low income regardless of family income</li> </ul> </li> <li>• Older individuals, aged 55 or older</li> <li>• Migrant and/or seasonal farmworkers</li> <li>• Single parents</li> <li>• Single pregnant women</li> <li>• Youth who are in or have aged out of the foster care system</li> </ul>

Fund	Age	Work Status	Veteran Status	Selective Service	Barriers
WIOA Dislocated Worker	There is no age limit.	<p><b>Dislocated Worker Category 1:</b></p> <ul style="list-style-type: none"> <li>Has been terminated, laid off, or who has received a notice of termination or layoff, from employment; and</li> <li>Is eligible for or has exhausted entitlement to unemployment compensation; and</li> <li>Is unlikely to return to a previous industry or occupation</li> </ul> <p><b>Dislocated Worker Category 2:</b></p> <ul style="list-style-type: none"> <li>Has been terminated, laid off, or who has received a notice of termination or layoff, from employment; and</li> <li>has been employed for a duration sufficient to demonstrate attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a State unemployment compensation law; and</li> <li>Is unlikely to return to a previous industry or occupation.</li> </ul> <p><b>Dislocated Worker Category 3:</b></p> <ul style="list-style-type: none"> <li>Has been terminated, laid off, or has received a notice of termination or layoff, as a result of any permanent closure of, or any substantial layoff at a plant, facility, or enterprise.</li> </ul> <p><b>Dislocated Worker Category 4:</b></p> <ul style="list-style-type: none"> <li>Is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days.</li> </ul> <p><b>Dislocated Worker Category 5:</b></p> <ul style="list-style-type: none"> <li>Was self-employed (including employment as a farmer, rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters.</li> </ul> <p><b>Dislocated Worker Category 6:</b></p> <ul style="list-style-type: none"> <li>Is a displaced homemaker defined as an individual who has been providing unpaid services to family members in the home and has been dependent on the income of another family member but, is no longer supported by that income; or is the dependent spouse of a member of the</li> </ul>	DD214 or any document that verifies service	if male, registered as required	Barrier requirement does not apply to Dislocated Worker

		<p>Armed Forces on active duty and whose family income is significantly reduced because of deployment, or a call or order to active duty, or a permanent change of station, or the service-connected death or disability of the member and is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.</p> <p><b>Dislocated Worker Category 7:</b></p> <ul style="list-style-type: none"> <li>• Is a spouse of a member of the Armed Forces on active duty, <b>and</b> who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member.</li> </ul> <p><b>Dislocated Worker Category 8:</b></p> <ul style="list-style-type: none"> <li>• Is the spouse of a member of the armed forces on active duty and who is unemployed or underemployed <b>and is</b> experiencing difficulty in obtaining or upgrading employment.</li> </ul>			
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## Attachment B: Key Terms and Definitions

### **Attachment III - Key Terms and Definitions**

This attachment is not intended to be an exhaustive list of all program definitions, see WIOA sec. 3 and 20 CFR 675.300 for a full list of definitions.

**ACTIVE DUTY** (38 USC 101(21)) - means full-time duty in the active military service of the United States. Such term includes full-time training duty, annual training duty, and attendance, while in the active military service, at a school designated as a service school by law or by the Secretary of the military department concerned. Such term does not include full-time National Guard duty.

**ADULT** (WIOA sec. 3(2))-means an individual who is age 18 or older.

**ADULT EDUCATION AND LITERACY ACTIVITIES** (§ 463.30)- means programs, activities, and services that include:

- (A) Adult education,
- (B) Literacy,
- (C) Workplace adult education and literacy activities,
- (D) Family literacy activities,
- (E) English language acquisition activities,
- (F) Integrated English literacy and civics education,
- (G) Workforce preparation activities, or
- (H) Integrated education and training

**BASIC SKILLS DEFICIENT** (WIOA sec. 3(5)) - means, with respect to an individual-

(A) who is a youth, that the individual has English reading, writing, or computing skills at or below the 9<sup>th</sup> grade level on a generally accepted standardized test; or

(B) who is a youth or adult, that the individual is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society?

**CAREER PATHWAY** (WIOA sec. 3(7)) - means a combination of rigorous and high-quality education, training, and other services that-

- (A) aligns with the skill needs of industries in the economy of the State or regional economy involved;
- (B) prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered 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.) (referred to individually in this Act as an "apprenticeship", except in section 171);
- (C) includes counseling to support an individual in achieving the individual's education and career goals;

- (D) includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- (E) organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
- (F) enables an individual to attain a secondary school diploma or its recognized equivalent, and at least 1 recognized postsecondary credential; and
- (G) helps an individual enter or advance within a specific occupation or occupational cluster.

**CAREER PLANNING** (WIOA sec. 3(8)) - means the provision of a client-centered approach in the delivery of services, designed-

- (A) To prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce investment activities and supportive services, using, where feasible, computer-based technologies; and
- (B) To provide job, education, and career counseling, as appropriate during program participation and after job placement.

**DEPLOYMENT** (10 USC 991(b))- means

- (A) A member of the Armed Forces is considered to be deployed or in a deployment on any day on which, pursuant to orders, the member is performing service in a training exercise or operation at a location or under circumstances that make it impossible or infeasible for the member to spend off-duty time in the housing in which the member resides when on garrison duty at the member's permanent duty station or homeport, as the case may be.
- (B) In the case of a member of a reserve component who is performing active service pursuant to orders that do not establish a permanent change of station, the housing referred to in paragraph (1) is any housing (which may include the member's residence) that the member usually occupies for use during off-duty time when on garrison duty at the member's permanent duty station or homeport, as the case may be.
- (C) A member is not deployed or in a deployment when the member is-
  - (i) Performing service as a student or trainee at a school (including any Government school);

- (ii) Performing administrative, guard, or detail duties in garrison at the member's permanent duty station; or
- (iii) Unavailable solely because of--
  - (1) a hospitalization of the member at the member's permanent duty station or homeport or in the immediate vicinity of the member's permanent residence; or
  - (2) a disciplinary action taken against the member.

**ELIGIBLE SPOUSE** - means an individual whose military active duty or veteran spouse was:

- a. Any veteran who died of a service-connected disability;
- b. Any member of the Armed Forces serving on active duty who, at the time of application for the priority, is listed in one or more of the following categories and has been so listed for a total of more than 90 days:
  - i. Missing in action;
  - ii. Captured in the line of duty by a hostile force; or
  - iii. Forcibly detained or interned in the line of duty by a foreign government or power;
- c. Any veteran who has a total disability resulting from a service-connected disability, as evaluated by the Department of Veterans Affairs; or
- d. Any veteran who died while a disability was in existence. A spouse whose eligibility is derived from a living veteran or service member (i.e., categories b. or c. above) would lose his or her eligibility if the veteran or service member were to lose the status that is the basis for the eligibility (e.g. if a veteran with a total service-connected disability were to receive a revised disability rating at a lower level). Similarly, for a spouse whose eligibility is derived from a living veteran or service member, that eligibility would be lost upon divorce from the veteran or service member.

**ENGLISH LANGUAGE ACQUISITION PROGRAM** (34 CFR 463.31) - is a program of instruction-

- (A) That is designed to help eligible individuals who are English language learners achieve competence in reading, writing, speaking, and comprehension of the English language; and;
- (B) That leads to-----
  - (1)(a) Attainment of a secondary school diploma or its recognized equivalent; and
  - (b) Transition to postsecondary education and training; or
  - (2) Employment



**EXIT** (see 20 CFR 677.150 for full definition) - as defined for the purpose of performance calculations for the WIOA Adult, Dislocated Worker, and Employment Service programs, exit is the point after which a participant who has received services through any program meets the following criteria:

- (1) For the adult, dislocated worker, and youth programs authorized under WIOA title I, the AEFLA program authorized under WIOA title II, and the Employment Service program authorized under the Wagner-Peyser Act, as amended by WIOA title III, exit date is the last date of service.
  - a. The last day of service cannot be determined until at least 90 days have elapsed since the participant last received services; services do not include self-service, information-only services or activities, or follow-up services. This also requires that there are no plans to provide the participant with future services.

**FAMILY** (20 CFR 675.300) - means two or more persons related by blood, marriage, or decree of court, who are living in a single residence, and are included in one or more of the following categories:

- (A) A married couple and dependent children;
- (B) A parent or guardian and dependent children; or
- (C) A married couple.

**HOMELESS INDIVIDUAL OR HOMELESS CHILDREN AND YOUTHS** (WIOA sec. 3(24)(0))- is an individual who meets any of the following criteria:

- (A) Lacks a fixed regular and adequate nighttime residence; this includes a participant who:
  - a. Is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
  - b. Is living in a motel, hotel, trailer park, or campground due to a lack of alternative adequate accommodations;
  - c. Is living in an emergency or transitional shelter;
  - d. Is abandoned in a hospital; or
  - e. Is awaiting foster care placement;
- (B) Has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, such as a car, park, abandoned building, bus or train station, airport, or camping ground;
- (C) Is a migratory child who in the preceding 36 months was required to move from one school district to another due to changes in the parent's or parent's spouse's seasonal employment in agriculture, dairy, or fishing work; or

(D) Is under 18 years of age and absents himself or herself from home or place of legal residence without the permission of his or her family (i.e. runaway youth)

*(Note- A participant imprisoned or detained under an Act of Congress or State law does not meet the definition. Additionally, a participant who may be sleeping in a temporary accommodation while away from home should not, as a result of that alone, be recorded as homeless.)*

**INDIVIDUAL EMPLOYMENT PLAN** (20 CFR 680.170) - is an individualized career service, under WIOA sec. 134(c)(2)(a)(xii)(II), that is developed jointly by the participant and career planner when determined appropriate by the one-stop operator or one-stop partner. This plan is an ongoing strategy to identify employment goals, achievement objectives, and an appropriate combination of services for the participant to achieve the employment goals.

### **INDIVIDUAL WITH A DISABILITY**

If an individual with a disability meets the low-income thresholds, priority can be established regardless of family size.

**INDUSTRY OR SECTOR PARTNERSHIP** (WIOA sec. 3(26) - means a workforce collaborative, convened by or acting in partnership with a State board or local board, that-

(A) organizes key stakeholders in an industry cluster into a working group that focuses on the shared goals and human resources needs of the industry cluster and that includes, at the appropriate stage of development of the partnership-

- (i) representatives of multiple businesses or other employers in the industry cluster, including small and medium-sized employers when practicable;
- (ii) 1 or more representatives of a recognized State labor organization or central labor council, or another labor representative, as appropriate; and
- (iii) 1 or more representatives of an institution of higher education with, or another provider of, education or training programs that support the industry cluster; and

(B) may include representatives of-

- (i) State or local government;
- (ii) State or local economic development agencies;
- (iii) State boards or local boards, as appropriate;
- (iv) a State workforce agency or other entity providing employment services;
- (v) other State or local agencies;
- (vi) business or trade associations;
- (vii) economic development organizations;
- (viii) nonprofit organizations, community-based organizations, or intermediaries;
- (ix) philanthropic organizations;
- (x) industry associations; and

(xi) other organizations, as determined to be necessary by the members comprising the industry or sector partnership.

**INTEGRATED EDUCATION AND TRAINING** (34 CFR 463.35)- refers to a service approach that provides adult education and literacy activities concurrently and contextually with workforce preparation activities and workforce training for a specific occupation or occupational cluster for the purpose of educational and career advancement.

**LOW-INCOME INDIVIDUAL** (WIOA sec. 3(36)) - means an individual who---

(A) IN GENERAL -

(i) receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance;

(ii) is in a family with total family income that does not exceed the higher of-

(I) the poverty line; or

(II) 200 percent of the lower living standard income level;

(iii) is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6))), or a homeless child or youth (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)));

(iv) receives or is eligible to receive a free or reduced price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.);

(v) is a foster child on behalf of whom State or local government payments are made; or

(vi) is an individual with a disability whose own income meets the income requirement of clause (ii), but who is a member of a family whose income does not meet this requirement.

**LONG TERM UNEMPLOYED INDIVIDUAL** (see Bureau of Labor Statistics definition)-is a person who has been unemployed for 27 or more consecutive weeks.

**NONTRADITIONAL EMPLOYMENT** (WIOA sec. 3(37)) - refers to occupations or fields of work, for which individuals from the gender involved comprise less than 25 percent of the individuals employed in each such occupation or field of work.

**PARTICIPANT** (20 CFR 677.150) - is a reportable individual who has received services other than the services described in paragraph (a)(3) of this section, after satisfying all applicable programmatic requirements for the provision of services, such as eligibility determination.

- (1) For the Vocational Rehabilitation (VR) program, a participant is a reportable individual who has an approved and signed Individualized Plan for Employment (IPE) and has begun to receive services.
- (2) For the WIOA title I youth program, a participant is a reportable individual who has satisfied all applicable program requirements for the provision of services, including eligibility determination, an objective assessment, and development of an individual service strategy, and received 1 of the 14 WIOA youth program elements in sec. 129(c)(2) of WIOA.
- (3) The following individuals are not participants:
  - a. Individuals in an Adult Education and Family Literacy Act (AEFLA) program who have not completed at least 12 contact hours;
  - b. Individuals who only use the self-service system;
    1. Subject to paragraph (a)(3)(ii)(B) of this section, self-service occurs when individuals independently access any workforce development system program's information and activities in either a physical location, such as a one-stop center resource room or partner agency, or remotely via the use of electronic technologies.
    11. Self-service does not uniformly apply to all virtually accessed services. For example, virtually accessed services that provide a level of support beyond independent job or information seeking on the part of an individual would not qualify as self-service.
  - c. Individuals who receive information-only services or activities, which provide readily available information that does not require an assessment by a staff member of the individual's skills, education, or career objectives.

**REPORTABLE INDIVIDUAL** (20 CFR 677.150) - is an individual who has taken action that demonstrates an intent to use program services and who meets specific reporting criteria of the program, including:

- (1) Individuals who provide identifying information;
- (2) Individuals who only use the self-service system; or
- (3) Individuals who only receive information-only services or activities.

**SERVICE CONNECTED** (38 USC 101(16))-means, with respect to disability or death, that such disability was incurred or aggravated, or that the death resulted from a disability incurred or aggravated, in line of duty in the active military, naval, or air service.

**TRANSITIONAL JOB** (20 CFR 680.190) - is a time limited work experience that is wage-paid and subsidized, and is in the public, private or non-profit sectors for those individuals with barriers to employment who are chronically unemployed or have inconsistent work history, as determined by the Local Workforce Development Board. These jobs are designed to enable an individual to establish a work history, demonstrate work success in an employee-employer relationship, and develop the skills that lead to unsubsidized employment.

**UNEMPLOYED ADULT** - is an individual who is not employed at the time of his/her first WIOA enrolled service.

**UNDEREMPLOYED ADULT** - is defined as an individual whose current wages are a minimum of 20% lower than his/her previous employment or meets the definition of low income, and CSCF staff has determined him/her unlikely or unable to retain or obtain employment that leads to self-sufficiency. CSCF staff must be able to determine and document that the individual has the skills and qualifications to successfully participate and complete a program before he/she can be enrolled in training. Individuals who are underemployed and meet the definition of a low-income individual may receive career and training services under the Adult program on a priority basis. Individuals who meet the definition of an individual with a barrier to employment who are underemployed, may also be service in the Adult program; however, unless they are a recipient of public assistance, a low income individual or are basic skills deficient, they are not eligible for service on a priority basis.

**WORK EXPERIENCE (OR INTERNSHIP)** (20 CFR 680.180) - is a planned, structured learning experience that takes place in a workplace for a limited period of time. Internships and other work experiences may be paid or unpaid, as appropriate and consistent with other laws, such as the Fair Labor Standards Act. An internship or other work experience may be arranged within the private for profit sector, the non-profit sector, or the public sector. Labor standards apply in any work experience setting where an employee/employer relationship, as defined by the Fair Labor Standards Act, exists. Transitional Jobs are a type of work experience.

**WORKFORCE PREPARATION ACTIVITIES** (34 CFR 463.34)-include activities, programs, or services designed to help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in:

- (A) Utilizing resources;
- (B) Using information;
- (C) Working with others;
- (D) Understanding systems;
- (E) Skills necessary for successful transition into and completion of postsecondary education or training, or employment; and
- (F) Other employability skills that increase an individual's preparation for the workforce.



# **LOWER LIVING STANDARD INCOME LEVEL**

## **PY 21-22 – WIOA Adult & Youth**

### ACTION REQUIRED

These guidelines should be used in determining if an individual meets the definition of low income for WIOA Adult (200% LLSIL- Metro) & Youth (100% FPL - Metro).

FAMILY UNIT SIZE	200% LLSIL - Metro ADULT	100% FPL - Metro YOUTH
1	28,278	14,139
2	46,334	23,167
3	63,594	31,797
4	78,512	39,256
5	92,664	46,332
6	108,374	54,187
7	124,084	62,042
8	139,794	69,897
For each additional person in a family above eight, add \$15,710 per person.		For each additional person in a family above eight, add \$7,855 per person.

\*A proud partner of the American Job Center network\*

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

03.01.2022

# **Attachment L**



**POLICY TITLE: WIOA Youth- Eligibility and Enrollment**  
**POLICY NUMBER: WIOA 04**

<b>Author:</b> Gina Ronokarijo, Senior Planning Manager	<b>Effective Date:</b> 1/1/2017	<b>Revision Date:</b> 03/01/2022
<b>Description of Revision(s):</b>	<b>Update to LLSIL and Poverty Guidelines</b>	
<b>Approval:</b>	Mimi Coenen, Chief Operations Officer	
<b>Signature:</b>		

I. **PURPOSE:**

It is the purpose of this policy is to guide staff in determination of youth program eligibility under the Workforce Innovation Opportunity Act (YVIOA).

II. **APPLICATION:**

This policy applies to all staff responsible for youth eligibility/enrollment and case management.

III. **BACKGROUND:**

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014 and is designed to provide employment and training services for eligible youth to assist with increasing educational levels, employment skills and occupational skills which will lead the youth and young adult to self-sufficiency. WIOA youth serves two categories of youth; they are *In-School* and *Out-of-School* (at the time of enrollment).

A significant change under WIOA shifts the primary program focus of Title I youth formula programs to support the educational and career success of Out-of-School youth (OSY). A minimum of 75 percent of WIOA youth funds is required to be spent on OSY. The 75 percent expenditure rate is a minimum requirement; therefore, states and local areas may spend up to 100 percent of their local area funds on OSY if they choose.

IV. **DEFINITIONS:**

**In-School Youth (ISY):** An individual who is age 14-21 and attending school (secondary, post-secondary or alternative school) at the time of enrollment.

**Out-Of-School Youth (OSY):** An individual who is age 16-24 and meets one of the following: (1) a school dropout, (2) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most



recent complete school year calendar quarter, (3) A recipient of a secondary school diploma or its recognized equivalent. Note: WIOA clearly defines youth enrolled in an adult education program (i.e. GED) as out-of-school.

**Family:** Two or more persons related by blood, marriage, or decree of court, who are living in a single residence, and are included in one or more of the following categories:

- A husband, wife or spouses, and dependent children; or
- A parent or guardian and dependent children; or
- A husband and wife or spouses.

*Note: Members who reside in the home but do not fit into one of the criteria above for the purpose of WIOA eligibility would not be considered a part of the family composition.*

**V. REFERENCES:**

1. 20 CFR §681.681-§681-300
2. 20 CFR §681 .460
3. WIOA §129
4. TEGL 26-13
5. DEO Memorandum 2/12/16
6. TEGL 23-14

**VI. POLICY:**

**Eligibility:**

To qualify for the youth program, the applicant must be determined eligible as an In-School or Out-of-School youth and provide required eligibility documentation. All documentation for proof of eligibility must be obtained prior to the registration of the youth.

All youth must meet the general *eligibility requirements* noted below:

- Youth must meet the age requirement at the time of enrollment
  - o ISY 14-21
  - o OSY16-24
    - youth 18-24 years old at the time of enrollment, may be served as youth, adults or both)
- Youth must be a United States citizen or authorized to work in the US.
- Meet Selective Service requirement (Males, 18 or older, born on or after January 1, 1960)

**Youth Low-Income Eligibility: (see Attachment A)**

**In-school youth:**

- Determined low income as indicated by:
  - o Public assistance or food stamp recipient
  - o Foster child
  - o Homeless

- o Annual income calculation - See Attachment B for the Lower Living Standard Income Level (LLSIL) Guidelines for PY 20-21
- o Receiving or eligible to receive free or reduced lunch  
and
- Meets one or more of the following barriers:
  1. **Basic Skills Deficient:** An individual who has a TABE score in Reading or Math below the 9th grade level (9.0).
  2. **Dropout:** an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.
  3. **Foster/ Runaway:** A youth on behalf of whom state or local government payments are made; and for whom a court order removing the youth from the custody of the parent(s) and specifying a managing conservator exists or A youth under 18 years of age that absents him/herself from home or place of legal residence without the permission of parents or legal guardian.
  4. **Homeless:** An individual who lacks a fixed, regular, adequate nighttime residence; and any adult or youth who has a primary nighttime residence that is a public or private operated shelter for temporary accommodation; an institution providing temporary accommodation; an institution providing temporary residence or a public or private place not designated for or ordinarily used as a regular sleeping accommodation for human beings
  5. **Offender:** An individual who has been subject to any stage of the criminal justice process for whom services may be beneficial or who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.
  6. **Pregnant or Parenting:** A *pregnant* youth is any female, 24 years of age or younger, who is pregnant. A *parenting* youth is a female or male, 24 years of age or younger, that is providing custodial care for one or more dependents under age 18.
  7. **Requires additional assistance** to complete an educational program or to secure and hold employment includes any student who has difficulty functioning in the regular school program and therefore has a high probability of not succeeding. The Regional Workforce Board (RWB) Barriers for CareerSource Central Florida are defined as:
    - Youth who are or a family member considered to be a Migrant Seasonal Farmworker
    - Youth who lacks work experience
    - Youth who lacks transportation

- Emancipated Youth

### **Out of School Youth:**

No income documentation is required for Out-of-School youth if the following conditions are met:

1. **High school dropout** (without HS diploma or GED)
2. **Within the age of compulsory school attendance** - has not attended school for at least the most recent complete school year calendar quarter.
3. **Received a high school diploma or GED** and meets one or more of the following barriers:
  - Individual with a disability
  - Foster/Aged out or out of home placement
  - Homeless
  - Offender
  - Pregnant or Parenting Youth

If the youth is a high school graduate or obtained a GED, the following is required:

- Determined low income as indicated by:
  - o Public assistance or food stamp recipient
  - o Foster child
  - o Homeless
  - o Annual income calculation

and
- Meets one or more of the following barriers:
  1. **Basic Skills Deficient:** An individual who has a TABE score in Reading or Math below the 9th grade level (9.0).
  2. **English Language Learner**
  3. **Requires additional assistance** to complete an educational program or to secure and hold employment includes any student who has difficulty functioning in the regular school program and therefore has a high probability of not succeeding. The Regional Workforce Board (RWB) Barriers for CareerSource Central Florida are defined as:
    - Youth or a family member who is considered to be a migrant seasonal farmworker
    - Youth who lacks work experience
    - Youth who lacks transportation
    - Court sanctioned emancipated youth

### **High Poverty Area: (DEO defined)**

**All youth (ISY, OSY)** who are living in a high poverty area are considered low income and therefore, no income documentation is required. The Department of

Economic Opportunity (DEO) has released a [Poverty Rate Map](#) to identify the high poverty areas in Florida.

**Adult Children Living at Home with their Parents:**

An unmarried youth, including the youth's siblings, who are living with their parent(s) must meet all four of the requirements below to be considered a member of the parent's family. If they satisfy all four criteria, the income of the entire family would need to be considered when determining if the individual meets the definition of low income.

- Relationship- The child, stepchild, or foster child, must meet the definition of a WIOA family.
- Residence- The child must have the same principal residence of the parent for more than half the year. Note: Students under the age of 24, who reside at school, would be considered to have the same principal residence as their parents.
- Age- the child must under the age of 19 if they are not in school, or under the age of 24 if they are a fulltime student
- Support- The child did not provide more than one-half of his/her own support for the year.

**Five Percent Exception:**

WIOA allows a low-income exception where five percent of WIOA youth may be participants who ordinarily would be required to be low-income for eligibility purposes and meet all other eligibility criteria for WIOA youth except the low-income criteria.

**Note: All requests for the five percent exception must be approved by the Youth Services Manager.**

**Youth File Documentation:**

Files will contain the following:

- WIOA Application
- Proof of Social Security Number
- Proof of Residence
- Proof of Date of Birth
- Proof of US Citizenship or authorization to work in the US
- Proof of Selective Service Registration (if applicable)
- Proof of Employment status
- Proof of Education status
- Proof of Barriers (if applicable)
- Proof of Family size (if applicable)
- Proof of Income (if applicable)

Note: Calculation of income form must be completed including supporting documentation

- Consent for Release of Confidential Information

- Customer Complaint and Grievance Procedures
- Authorization and Release for Media
- CSCF Incentive Policy
- TABE Test

***TABE (Test of Adult Basic Education) - ALL YOUTH:***

The TABE test is a requirement of all youth interested in pursuing WIOA services. The TABE test provides a grade equivalency for Reading, Math and Language. Youth who score 8.9 or below are considered to be basic skills deficient (BSD) and those with scores of 9.0 or greater are considered to be Basic Skills Sufficient in any given area.

There are four TABE test levels, "L" (Limited Literacy), "E" (Easy), "M" (Medium), "D" (Difficult) and "A" (Advanced). **Region 12 is currently utilizing the "D" level TABE test, versions 9 & 10.**

**Note:** *All youth will be pre-tested prior to the date of registration. Staff may accept a copy of a TABE test, level D or A, from the youth if it has been completed no more than 6 months prior to the date of registration.*

**Program Elements:**

WIOA law requires that 14 program elements be made available to all youth who are served by the youth program. "Make available" does not mean that every youth must receive services from all program elements; it means that youth have access to these services if they require them to meet their goals. These services may be provided directly or through a referral. All youth must receive at least one of the following services:

- (1) Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;
- (2) Alternative secondary school services, or dropout recovery services, as appropriate;
- (3) Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:
  - (i) Summer employment opportunities and other employment opportunities available throughout the school year;
    - (ii) Pre-apprenticeship programs;
    - (iii) Internships and job shadowing; and
    - (iv) On-the-job training opportunities;

- (4) Occupational skill training, which includes priority consideration for training programs that lead to recognized postsecondary credentials that align with in-demand industry sectors or occupations in the local area involved, if the Local WDB determines that the programs meet the quality criteria described in WIOA sec. 123;
- (5) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- (6) Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors;
- (7) Supportive services, include transportation and other assistance that is necessary to enable an individual to participate in WIOA youth program activities.
- (8) Adult mentoring for a duration of at least 12 months, that may occur both during and after program participation;
- (9) Follow-up services for not less than 12 months after the completion of participation.
- (10) Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth;
- (11) Financial literacy education; including creating household budgets, initiate savings plans, retirement, home ownership, wealth building, credit scores and credit reports, education and others.
- (12) Entrepreneurial skills training; exploration of starting a business, developing business plans, exploring their passion and transferring it to business, enhancing their people skills, etc.
- (13) Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
- (14) Activities that help youth prepare for and transition to postsecondary education and training.

**Application/Enrollment:**

Once a youth is determined eligible, and all documentation has been collected, an Employ Florida Marketplace (EFM) application will be entered, and according to the youth's goals, the applicable activities will be assigned.

**NOTE: No support services may be provided to a youth prior to determining eligibility, entering the application, participation and appropriate activities in EFM.**

**VII. ATTACHMENTS/REFERENCES**

Attachment A: Youth Low-Income Eligibility Guide

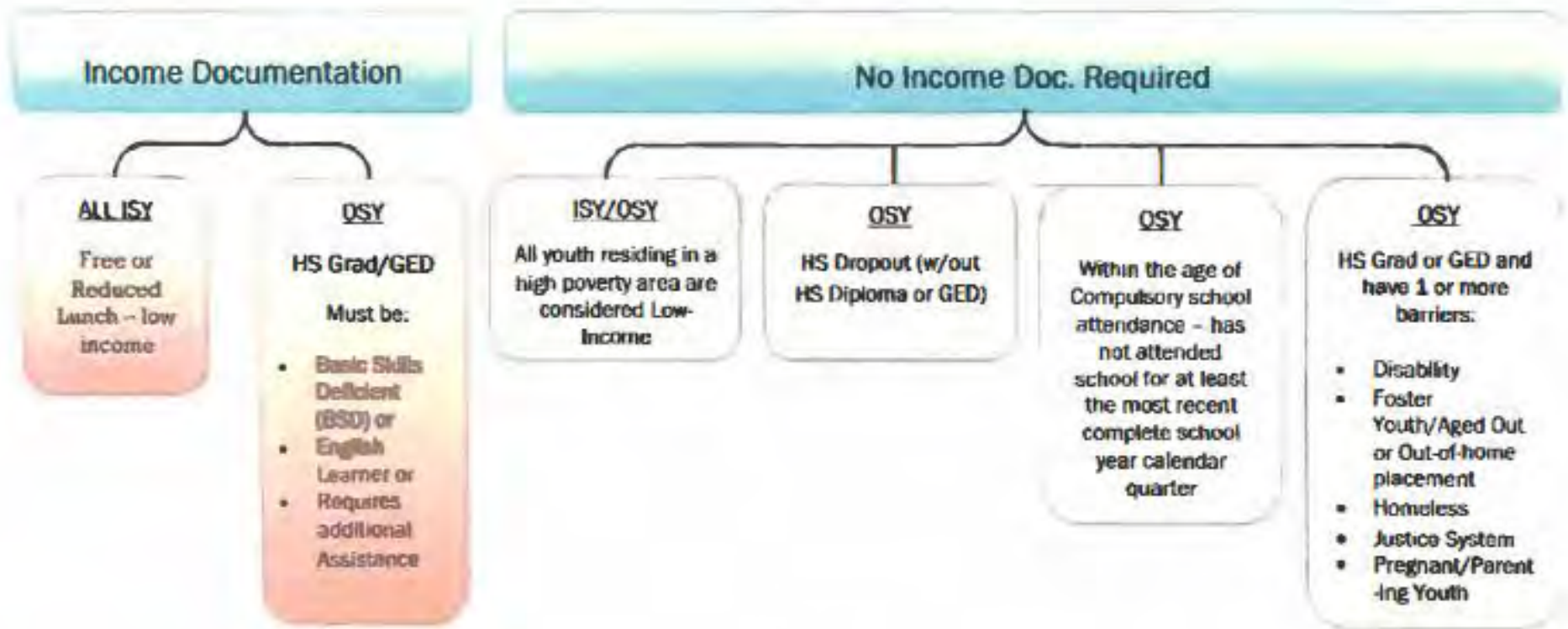
Attachment B: PY 21-22 Lower Living Standard Income Level Guidelines

**VIII. INQUIRIES**

Questions regarding this policy should be directed to the Senior Planning Manager. Any updates to this policy will be communicated through the Chief Operations Officer or their designee and noted on the policy.

# YOUTH LOW-INCOME ELIGIBILITY

*Low income is not a requirement to meet eligibility for most categories of OSY under WIOA*



Attachment A





## **LOWER LIVING STANDARD INCOME LEVEL**

### **PY 21-22 – WIOA Adult & Youth**

**ACTION REQUIRED**

These guidelines should be used in determining if an individual meets the definition of low income for WIOA Adult (200% LLSIL- Metro) & Youth (100% FPL - Metro).

FAMILY UNIT SIZE	200% LLSIL - Metro ADULT	100% FPL - Metro YOUTH
1	28,278	14,139
2	46,334	23,167
3	63,594	31,797
4	78,512	39,256
5	92,664	46,332
6	108,374	54,187
7	124,084	62,042
8	139,794	69,897
For each additional person in a family above eight, add \$15,710 per person.		For each additional person in a family above eight, add \$7,855 per person.


**Attachment B**

\*A proud partner of the American Job Center network\*

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

03.01.2022

# **Attachment M**

 <b>Division of Workforce Services</b>		<b>Bureau of One-Stop and Program Support</b> <b>Program Year 2021-22</b>	
<b>Certification for Program Year 2021-22</b> <b>All requirements are per DEO Credentialing Guidance Paper OSPS-81, CSF Admin. Policy 92 and 93, and Federal law.</b>			
Name and Number of LWDB: CareerSource Central Florida - LWDB 12			
Name and Location of Career Center: CareerSource Central Florida- 9401 W. Colonial Drive Suite 403 Ocoee, FL 34761			
Name of individual completing this form: Karl Allen			
Date: 1/11/2022			
I am providing this form in connection with the DEO Local Workforce Development Board credentialing certification for PY 2021-2022. I confirm, to the best of my knowledge and belief, the following representations:			
<b>Career Center Credentialing</b>		<b>Y/N</b>	<b>Comments</b>
<b>Minimum Resource Room Requirements</b>			
1	Are the following labor market publications and resources accessible to users? (y, n)	Y	
2	<a href="#">Wage Conversion Posters (Note: Posters show hourly wages converted into weekly/monthly/annual earnings.)</a>	Y	
3	<a href="#">Resource Guide (displays the Systems, Publications, and Reports available from the Labor Market Statistics Center)</a>	Y	
4	<a href="#">Career Comics</a>	Y	
5	<a href="#">Job Journey Occupational Career Posters</a>	Y	
6	<a href="#">Occupational Highlights</a>	Y	
7	<a href="#">Industry Profiles</a>	Y	
8	<a href="#">Employment Projections Data</a>	Y	
9	<a href="#">Occupational Employment Statistics and Wages</a>	Y	
10	Career Information Delivery System (customized career decision making tools like CHOICES)	Y	
11	Career Infonet ( <a href="http://www.careerinfonet.org/">http://www.careerinfonet.org/</a> )	Y	
12	O*NET ONLINE ( <a href="http://www.onetonline.org/">http://www.onetonline.org/</a> )	Y	
13	Florida Research and Economic Information Database Application (FREIDA) <a href="http://freida.labormarketinfo.com/">http://freida.labormarketinfo.com/</a>	Y	
14	<a href="#">State Eligible Training Provider List (ETPL) for the LWDA</a>	Y	CSCF Website-Copy Available In Office
15	Do computers have Internet Access?	Y	
16	Do the computers have a link to Employ Florida?	Y	
17	Is Employ Florida the MIS primarily used in the resource room for labor exchange services?	Y	
18	If no to #17, what is the labor exchange system/program being used?	N/A	
19	Do basic software programs include technical skills self-assessment, resume building and interviewing skills?	Y	
20	Are staff available to provide assistance on the use of software programs using labor market information and other web-based resources?	Y	
<b>Posters required by Federal and State Law and Guidance</b>			
21	Does the location display the following posters as required by law, in a place that is visible to customers? (y, n)	Y	
22	<a href="#">"Employee Rights Under the National Labor Standards Act"</a>	Y	
23	<a href="#">"Family and Medical Leave Act"</a>	Y	
24	<a href="#">"If You Have A Complaint"</a>	Y	
25	<a href="#">"Notice to Workers with Disabilities"</a>	Y	
26	<a href="#">"Migrant &amp; Seasonal Agriculture Worker Protection Act"</a>	Y	
27	<a href="#">"Job Safety and Health Protection Occupational Safety and Health Act"</a>	Y	
28	<a href="#">"Fair Labor Standards Act"</a>	Y	
29	<a href="#">"Florida Law Prohibits Discrimination"</a>	Y	
30	<a href="#">"Reemployment Assistance"</a>	Y	
31	<a href="#">"Child Labor Laws"</a>	Y	
32	<a href="#">"Interpretive Services" (One of three allowable posters)</a>	Y	

33	"Worker's Compensation Works for You"	Y	
34	"Employee Polygraph Protection Act (EPPA)"	Y	
35	"Uniformed Services Employment and Reemployment Rights Act (USERRA)"	Y	
36	"Equal Employment Opportunity is the Law"	Y	
37	"Florida Minimum Wage"	Y	
<b>Minimum Operating Hours</b>			
38	Does the Career Center have standard operating hours for this site? (y, n) Please list days/hours in 'Comments' section.	Y	Monday- Friday 8am-5pm
39	Are the operating hours prominently posted? (y, n)	Y	
<b>Minimum Skills Standards/Certification for Front-Line Staff</b>			
40	Does the LWDB ensure that all front line staff successfully complete the Florida Workforce Professional Tier I certification within one year of the employee start date-?	Y	Please see Tier 1/ Credentialing list for staff information
41	List the number of employees required to complete the Tier I certification during the previous program year.	0	Please see Tier 1/ Credentialing list for staff information
42	List the number of employees that successfully completed the Tier I certification during the previous program year.	0	Please see Tier 1/ Credentialing list for staff information
43	Attach the list of employees (defined as front line staff) required to complete the Tier I certification during the previous program year.	N/A	Please see Tier 1/ Credentialing list for staff information
44	Do front line staff have the following minimum skills required of a workforce professional?	Y	
45	Customer service training (y, n)	Y	
46	Communications skills training (y, n)	Y	
47	Basic computer software skills (y, n)	Y	IT Department, On-Boarding training and internal training
48	Specific programmatic training (y, n)	Y	We conduct monthly and quarterly meetings for staff
<b>Continuing Education Credits for Front Line Staff</b>			
49	Does the LWDB ensure all front-line staff who received Tier I certification prior to the review period have 15 hours of continuing education credits completed by the staff's certification anniversary date? (y, n)	Y	Please see Tier 1/ Credentialing list for staff information
50	Attach the list of employees (defined as front line staff) required to complete the 15 hours of continuing education.	Y	Please see Tier 1/ Credentialing list for staff information
<b>Minimum activities to be provided by the Career Center</b>			
51	Are the following minimum activities provided on-site, by referral or by internet connection? (y, n)	Y	If yes, indicate the manner in which these activities are provided.
52	WIOA Adult/Dislocated worker program	Y	on-site, referral-internet
53	Veterans Workforce Investment programs	Y	on-site, referral-internet
54	Migrant and Seasonal Farm Worker services	Y	on-site, referral-internet
55	FDOE Farmworker Career Development Program	Y	on-site, referral-internet
56	Indian and Native American programs	Y	referral-internet
57	Job Corps	Y	referral-internet
58	Youth Services	Y	on-site, referral-internet
59	Wagner-Peyser Programs	Y	on-site, referral-internet
60	Adult Education	Y	on-site, referral-internet
61	Industrial Education	Y	on-site, referral-internet
62	Vocational Rehabilitation	Y	referral
63	Older Worker Programs	Y	referral
64	Trade Adjustment Assistance	Y	on-site, referral-internet
65	Veterans Employment and Training Services	Y	referral-internet
66	Community Service Block Grant Activities	Y	referral
67	Employment and Training activities carried out by the Department of Housing and Urban Development	Y	referral
68	Unemployment Insurance Programs	Y	on-site, referral-internet
69	Temporary Assistance for the Needy Families/ Welfare Transition	Y	on-site, referral-internet
70	Supplemental Nutrition Assistance Program - Employment and Training	Y	on-site, referral-internet
71	Supportive Services such as child care and transportation	Y	referral

72 Disability Specialist	Y	referral-internet
<b>Self Attestation:</b>		

I Karl Allen certify, to the best of my knowledge, that the above information provided as part of DEO's Credentialing process is true and correct.

Signature 

Date 1-11-2022



Division of Workforce Services

Bureau of One-Stop and Program Support  
Program Year 2021-22

Certification for Program Year 2021-22

All requirements are per DEO Credentialing Guidance Paper OSPS-81, CSF Admin. Policy 92 and 93, and Federal law.

Name and Number of LWDB: CareerSource Central Florida- Region 12
Name and Location of Career Center: CareerSource Central Florida 5784 South Semoran Blvd Orlando FL 32822
Name of individual completing this form: Janeé Olds
Date: 1/11/2022

I am providing this form in connection with the DEO Local Workforce Development Board credentialing certification for PY 2021-2022. I confirm, to the best of my knowledge and belief, the following representations:

Career Center Credentialing		Y/N	Comments
Minimum Resource Room Requirements			
1	Are the following labor market publications and resources accessible to users? (y, n)	Y	
2	<a href="#">Wage Conversion Posters (Note: Posters show hourly wages converted into weekly/monthly/annual earnings.)</a>	Y	
3	<a href="#">Resource Guide (displays the Systems, Publications, and Reports available from the Labor Market Statistics Center)</a>	Y	
4	<a href="#">Career Comics</a>	Y	
5	<a href="#">Job Journey Occupational Career Posters</a>	Y	
6	<a href="#">Occupational Highlights</a>	Y	
7	<a href="#">Industry Profiles</a>	Y	
8	<a href="#">Employment Projections Data</a>	Y	
9	<a href="#">Occupational Employment Statistics and Wages</a>	Y	
10	Career Information Delivery System (customized career decision making tools like CHOICES)	Y	
11	Career Infonet ( <a href="http://www.careerinfonet.org/">http://www.careerinfonet.org/</a> )	Y	
12	O*NET ONLINE ( <a href="http://www.onetonline.org/">http://www.onetonline.org/</a> )	Y	
13	Florida Research and Economic Information Database Application (FREIDA) <a href="http://freida.labormarketinfo.com/">http://freida.labormarketinfo.com/</a>	Y	
14	<a href="#">State Eligible Training Provider List (ETPL) for the LWDA</a>	Y	
15	Do computers have Internet Access?	Y	
16	Do the computers have a link to Employ Florida?	Y	
17	Is Employ Florida the MIS primarily used in the resource room for labor exchange services?	Y	
18	If no to #17, what is the labor exchange system/program being used?		
19	Do basic software programs include technical skills self-assessment, resume building and interviewing skills?	Y	
20	Are staff available to provide assistance on the use of software programs using labor market information and other web-based resources?	Y	
Posters required by Federal and State Law and Guidance			
21	Does the location display the following posters as required by law, in a place that is visible to customers? (y, n)		
22	<a href="#">"Employee Rights Under the National Labor Standards Act"</a>	Y	
23	<a href="#">"Family and Medical Leave Act"</a>	Y	
24	<a href="#">"If You Have A Complaint"</a>	Y	
25	<a href="#">"Notice to Workers with Disabilities"</a>	Y	
26	<a href="#">"Migrant &amp; Seasonal Agriculture Worker Protection Act"</a>	Y	
27	<a href="#">"Job Safety and Health Protection Occupational Safety and Health Act"</a>	Y	
28	<a href="#">"Fair Labor Standards Act"</a>	Y	
29	<a href="#">"Florida Law Prohibits Discrimination"</a>	Y	
30	<a href="#">"Reemployment Assistance"</a>	Y	
31	<a href="#">"Child Labor Laws"</a>	Y	
32	<a href="#">"Interpretive Services" (One of three allowable posters)</a>	Y	

33	"Worker's Compensation Works for You"	Y	
34	"Employee Polygraph Protection Act (EPPA)"	Y	
35	"Uniformed Services Employment and Reemployment Rights Act (USERRA)"	Y	
36	"Equal Employment Opportunity is the Law"	Y	
37	"Florida Minimum Wage"	Y	
<b>Minimum Operating Hours</b>			
38	Does the Career Center have standard operating hours for this site? (y, n) Please list days/hours in 'Comments' section.	Y	Monday- Thursday 8am-5pm; Fridays 8am-12pm
39	Are the operating hours prominently posted? (y, n)	Y	
<b>Minimum Skills Standards/Certification for Front-Line Staff</b>			
40	Does the LWDB ensure that all front line staff successfully complete the Florida Workforce Professional Tier I certification within one year of the employee start date-?	Y	Please see Tier 1/ Credentialing list for staff information
41	List the number of employees required to complete the Tier I certification during the previous program year.	0	Please see Tier 1/ Credentialing list for staff information
42	List the number of employees that successfully completed the Tier I certification during the previous program year.	0	Please see Tier 1/ Credentialing list for staff information
43	Attach the list of employees (defined as front line staff) required to complete the Tier I certification during the previous program year.		Please see Tier 1/ Credentialing list for staff information
44	Do front line staff have the following minimum skills required of a workforce professional?		Please see Tier 1/ Credentialing list for staff information
45	Customer service training (y, n)	Y	
46	Communications skills training (y, n)	Y	
47	Basic computer software skills (y, n)	Y	IT Department, On-Boarding training and internal training
48	Specific programmatic training (y, n)	Y	We conduct monthly and quarterly meetings for staff
<b>Continuing Education Credits for Front Line Staff</b>			
49	Does the LWDB ensure all front-line staff who received Tier I certification prior to the review period have 15 hours of continuing education credits completed by the staff's certification anniversary date? (y, n)	Y	Please see Tier 1/ Credentialing list for staff information
50	Attach the list of employees (defined as front line staff) required to complete the 15 hours of continuing education.	Y	Please see Tier 1/ Credentialing list for staff information
<b>Minimum activities to be provided by the Career Center</b>			
51	Are the following minimum activities provided on-site, by referral or by internet connection? (y, n)		If yes, indicate the manner in which these activities are provided.
52	WIOA Adult/Dislocated worker program	Y	on-site, referral-internet
53	Veterans Workforce Investment programs	Y	on-site, referral-internet
54	Migrant and Seasonal Farm Worker services	Y	on-site, referral-internet
55	FDOE Farmworker Career Development Program	Y	on-site, referral-internet
56	Indian and Native American programs	Y	referral-internet
57	Job Corps	Y	referral-internet
58	Youth Services	Y	on-site, referral-internet
59	Wagner-Peyser Programs	Y	on-site, referral-internet
60	Adult Education	Y	on-site, referral-internet
61	Industrial Education	Y	on-site, referral-internet
62	Vocational Rehabilitation	Y	referral
63	Older Worker Programs	Y	referral
64	Trade Adjustment Assistance	Y	on-site, referral-internet
65	Veterans Employment and Training Services	Y	referral-internet
66	Community Service Block Grant Activities	Y	referral
67	Employment and Training activities carried out by the Department of Housing and Urban Development	Y	referral
68	Unemployment Insurance Programs	Y	on-site, referral-internet
69	Temporary Assistance for the Needy Families/ Welfare Transition	Y	on-site, referral-internet
70	Supplemental Nutrition Assistance Program - Employment and Training	Y	on-site, referral-internet
71	Supportive Services such as child care and transportation	Y	referral
72	Disability Specialist	Y	referral-internet


Self Attestation:

I James Olds certify, to the best of my knowledge, that the above information provided as part of DEO's Credentialing process is true and correct.

Signature James Olds

Date 1/11/2022



 <b>Division of Workforce Services</b>		<b>Bureau of One-Stop and Program Support</b> <b>Program Year 2021-22</b>	
<b>Certification for Program Year 2021-22</b> <b>All requirements are per DEO Credentialing Guidance Paper OSPS-81, CSF Admin. Policy 92 and 93, and Federal law.</b>			
Name and Number of LWDB: CAREERSOURCE CENTRAL FLORIDA REGION 12			
Name and Location of Career Center: 1209 W AIRPORT BLVD, SANFORD, FLORIDA 32773			
Name of individual completing this form: EARNEST ALSTON			
Date: 1-11-2022			
I am providing this form in connection with the DEO Local Workforce Development Board credentialing certification for PY 2021-2022. I confirm, to the best of my knowledge and belief, the following representations:			
<b>Career Center Credentialing</b>		<b>Y/N</b>	<b>Comments</b>
<b>Minimum Resource Room Requirements</b>			
1	Are the following labor market publications and resources accessible to users? (y, n)	Y	
2	<a href="#">Wage Conversion Posters (Note: Posters show hourly wages converted into weekly/monthly/annual earnings.)</a>	Y	
3	<a href="#">Resource Guide (displays the Systems, Publications, and Reports available from the Labor Market Statistics Center)</a>	Y	
4	<a href="#">Career Comics</a>	Y	
5	<a href="#">Job Journey Occupational Career Posters</a>	Y	
6	<a href="#">Occupational Highlights</a>	Y	
7	<a href="#">Industry Profiles</a>	Y	
8	<a href="#">Employment Projections Data</a>	Y	
9	<a href="#">Occupational Employment Statistics and Wages</a>	Y	
10	Career Information Delivery System (customized career decision making tools like CHOICES)	Y	
11	<a href="http://www.careerinfonet.org/">Career Infonet (http://www.careerinfonet.org/)</a>	Y	
12	<a href="http://www.onetonline.org/">O*NET ONLINE (http://www.onetonline.org/)</a>	Y	
13	<a href="http://freida.labormarketinfo.com/">Florida Research and Economic Information Database Application (FREIDA) http://freida.labormarketinfo.com/</a>	Y	
14	<a href="#">State Eligible Training Provider List (ETPL) for the LWDA</a>	Y	
15	Do computers have Internet Access?	Y	
16	Do the computers have a link to Employ Florida?	Y	
17	Is Employ Florida the MIS primarily used in the resource room for labor exchange services?	Y	
18	If no to #17, what is the labor exchange system/program being used?	n/a	
19	Do basic software programs include technical skills self-assessment, resume building and interviewing skills?	Y	
20	Are staff available to provide assistance on the use of software programs using labor market information and other web-based resources?	Y	
<b>Posters required by Federal and State Law and Guidance</b>			
21	Does the location display the following posters as required by law, in a place that is visible to customers? (y, n)	Y	
22	<a href="#">"Employee Rights Under the National Labor Standards Act"</a>	Y	
23	<a href="#">"Family and Medical Leave Act"</a>	Y	
24	<a href="#">"If You Have A Complaint"</a>	Y	
25	<a href="#">"Notice to Workers with Disabilities"</a>	Y	
26	<a href="#">"Migrant &amp; Seasonal Agriculture Worker Protection Act"</a>	Y	
27	<a href="#">"Job Safety and Health Protection Occupational Safety and Health Act"</a>	Y	
28	<a href="#">"Fair Labor Standards Act"</a>	Y	
29	<a href="#">"Florida Law Prohibits Discrimination"</a>	Y	
30	<a href="#">"Reemployment Assistance"</a>	Y	
31	<a href="#">"Child Labor Laws"</a>	Y	
32	<a href="#">"Interpretive Services" (One of three allowable posters)</a>	Y	

33	"Worker's Compensation Works for You"	Y	
34	"Employee Polygraph Protection Act (EPPA)"	Y	
35	"Uniformed Services Employment and Reemployment Rights Act (USERRA)"	Y	
36	"Equal Employment Opportunity is the Law"	Y	
37	"Florida Minimum Wage"	Y	
<b>Minimum Operating Hours</b>			
38	Does the Career Center have standard operating hours for this site? (y, n) Please list days/hours in 'Comments' section.	Y	Monday-Thurs 8am-5pm; Friday 8am-12pm
39	Are the operating hours prominently posted? (y, n)	Y	Front Door Entrance, Website & on printed materials
<b>Minimum Skills Standards/Certification for Front-Line Staff</b>			
40	Does the LWDB ensure that all front line staff successfully complete the Florida Workforce Professional Tier I certification within one year of the employee start date?	Y	Please see Tier 1/ Credentialing list for staff information
41	List the number of employees required to complete the Tier I certification during the previous program year.		Please see Tier 1/ Credentialing list for staff information
42	List the number of employees that successfully completed the Tier I certification during the previous program year.		Please see Tier 1/ Credentialing list for staff information
43	Attach the list of employees (defined as front line staff) required to complete the Tier I certification during the previous program year.	Y	
44	Do front line staff have the following minimum skills required of a workforce professional?	Y	
45	Customer service training (y, n)	Y	
46	Communications skills training (y, n)	Y	
47	Basic computer software skills (y, n)	Y	
48	Specific programmatic training (y, n)	Y	
<b>Continuing Education Credits for Front Line Staff</b>			
49	Does the LWDB ensure all front-line staff who received Tier I certification prior to the review period have 15 hours of continuing education credits completed by the staff's certification anniversary date? (y, n)	Y	Please see Tier 1/ Credentialing list for staff information
50	Attach the list of employees (defined as front line staff) required to complete the 15 hours of continuing education.	Y	Please see Tier 1/ Credentialing list for staff information
<b>Minimum activities to be provided by the Career Center</b>			
51	Are the following minimum activities provided on-site, by referral or by internet connection? (y, n)		If yes, indicate the manner in which these activities are provided.
52	WIOA Adult/Dislocated worker program	Y	on-site, virtual
53	Veterans Workforce Investment programs	Y	on-site, virtual, referral
54	Migrant and Seasonal Farm Worker services	Y	on-site, virtual, referral
55	FDOE Farmworker Career Development Program	Y	on-site, virtual, referral
56	Indian and Native American programs	Y	Internet
57	Job Corps	Y	Internet, referral
58	Youth Services	Y	on-site, virtual, referral
59	Wagner-Peyser Programs	Y	on-site
60	Adult Education	Y	Referral, internet
61	Industrial Education	Y	Internet
62	Vocational Rehabilitation	Y	Referral, Internet
63	Older Worker Programs	Y	Referral, Internet
64	Trade Adjustment Assistance	Y	on-site
65	Veterans Employment and Training Services	Y	on-site, virtual, referral
66	Community Service Block Grant Activities	Y	Referral, Internet
67	Employment and Training activities carried out by the Department of Housing and Urban Development	Y	Referral, Internet
68	Unemployment Insurance Programs	Y	Internet
69	Temporary Assistance for the Needy Families/ Welfare Transition	Y	on-site, virtual
70	Supplemental Nutrition Assistance Program - Employment and Training	Y	on-site, virtual
71	Supportive Services such as child care and transportation	Y	Referral, Internet
72	Disability Specialist	Y	Referral, Internet

**Self Attestation:**

I ERNEST AUSTON certify, to the best of my knowledge, that the above information provided as part of DEO's Credentialing process is true and correct.

Signature 

Date 1/11/22



Division of Workforce Services

Bureau of One-Stop and Program Support  
Program Year 2021-22

**Certification for Program Year 2021-22**

All requirements are per DEO Credentialing Guidance Paper OSPS-81, CSF Admin. Policy 92 and 93, and Federal law.

Name and Number of LWDB	CAREERSOURCE CENTRAL FLORIDA REGION 12
Name and Location of Career Center:	1800 DENN JOHN LANE SUITE 300 KISSIMMEE, FLORIDA 34744
Name of individual completing this form:	ADA RODRIGUEZ
Date:	1-11-2022

I am providing this form in connection with the DEO Local Workforce Development Board credentialing certification for PY 2021-2022. I confirm, to the best of my knowledge and belief, the following representations:

Career Center Credentialing		Y/N	Comments
Minimum Resource Room Requirements			
1	Are the following labor market publications and resources accessible to users? (y, n)	Y	
2	<a href="#">Wage Conversion Posters (Note: Posters show hourly wages converted into weekly/monthly/annual earnings.)</a>	Y	
3	<a href="#">Resource Guide (displays the Systems, Publications, and Reports available from the Labor Market Statistics Center)</a>	Y	
4	<a href="#">Career Comics</a>	Y	
5	<a href="#">Job Journey Occupational Career Posters</a>	Y	
6	<a href="#">Occupational Highlights</a>	Y	
7	<a href="#">Industry Profiles</a>	Y	
8	<a href="#">Employment Projections Data</a>	Y	
9	<a href="#">Occupational Employment Statistics and Wages</a>	Y	
10	Career Information Delivery System (customized career decision making tools like CHOICES)	Y	
11	Career Infonet ( <a href="http://www.careerinfonet.org/">http://www.careerinfonet.org/</a> )	Y	
12	O*NET ONLINE ( <a href="http://www.onetonline.org/">http://www.onetonline.org/</a> )	Y	
13	Florida Research and Economic Information Database Application (FREIDA) <a href="http://freida.labormarketinfo.com/">http://freida.labormarketinfo.com/</a>	Y	
14	<a href="#">State Eligible Training Provider List (ETPL) for the LWDA</a>	Y	
15	Do computers have Internet Access?	Y	
16	Do the computers have a link to Employ Florida?	Y	
17	Is Employ Florida the MIS primarily used in the resource room for labor exchange services?	Y	
18	If no to #17, what is the labor exchange system/program being used?	N/A	
19	Do basic software programs include technical skills self-assessment, resume building and interviewing skills?	Y	
20	Are staff available to provide assistance on the use of software programs using labor market information and other web-based resources?	Y	
Posters required by Federal and State Law and Guidance			
21	Does the location display the following posters as required by law, in a place that is visible to customers? (y, n)	Y	
22	<a href="#">"Employee Rights Under the National Labor Standards Act"</a>	Y	
23	<a href="#">"Family and Medical Leave Act"</a>	Y	
24	<a href="#">"If You Have A Complaint"</a>	Y	
25	<a href="#">"Notice to Workers with Disabilities"</a>	Y	
26	<a href="#">"Migrant &amp; Seasonal Agriculture Worker Protection Act"</a>	Y	
27	<a href="#">"Job Safety and Health Protection Occupational Safety and Health Act"</a>	Y	
28	<a href="#">"Fair Labor Standards Act"</a>	Y	
29	<a href="#">"Florida Law Prohibits Discrimination"</a>	Y	
30	<a href="#">"Reemployment Assistance"</a>	Y	
31	<a href="#">"Child Labor Laws"</a>	Y	
32	<a href="#">"Interpretive Services" (One of three allowable posters)</a>	Y	

33	"Worker's Compensation Works for You"	Y	
34	"Employee Polygraph Protection Act (EPPA)"	Y	
35	"Uniformed Services Employment and Reemployment Rights Act (USERRA)"	Y	
36	"Equal Employment Opportunity is the Law"	Y	
37	"Florida Minimum Wage"	Y	
<b>Minimum Operating Hours</b>			
38	Does the Career Center have standard operating hours for this site? (y, n) Please list days/hours in 'Comments' section.	Y	M-TH 8:00AM TO 5:00PM F-8:00AM-12:00PM
39	Are the operating hours prominently posted? (y, n)	Y	
<b>Minimum Skills Standards/Certification for Front-Line Staff</b>			
40	Does the LWDB ensure that all front line staff successfully complete the Florida Workforce Professional Tier I certification within one year of the employee start date-?	Y	
41	List the number of employees required to complete the Tier I certification during the previous program year.		See HR Records for Tier 1 and CEU
42	List the number of employees that successfully completed the Tier I certification during the previous program year.		See HR Records for Tier 1 and CEU
43	Attach the list of employees (defined as front line staff) required to complete the Tier I certification during the previous program year.		
44	Do front line staff have the following minimum skills required of a workforce professional?	Y	
45	Customer service training (y, n)	Y	
46	Communications skills training (y, n)	Y	
47	Basic computer software skills (y, n)	Y	
48	Specific programmatic training (y, n)	Y	
<b>Continuing Education Credits for Front Line Staff</b>			
49	Does the LWDB ensure all front-line staff who received Tier I certification prior to the review period have 15 hours of continuing education credits completed by the staff's certification anniversary date? (y, n)	Y	
50	Attach the list of employees (defined as front line staff) required to complete the 15 hours of continuing education.		( see attachment)
<b>Minimum activities to be provided by the Career Center</b>			
51	Are the following minimum activities provided on-site, by referral or by internet connection? (y, n)	Y	If yes, indicate the manner in which these activities are provided.
52	WIOA Adult/Dislocated worker program	Y	on-site and by internet connection
53	Veterans Workforce Investment programs	Y	on-site and by internet connection
54	Migrant and Seasonal Farm Worker services	Y	on-site and by internet connection
55	FDOE Farmworker Career Development Program	Y	by referral
56	Indian and Native American programs	Y	by internet connection
57	Job Corps	Y	by referral
58	Youth Services	Y	on-site and by internet connection
59	Wagner-Peyser Programs	Y	on-site and by internet connection
60	Adult Education	Y	by referral
61	Industrial Education	Y	by referral
62	Vocational Rehabilitation	Y	by referral
63	Older Worker Programs	Y	by referral
64	Trade Adjustment Assistance	Y	by referral
65	Veterans Employment and Training Services	Y	on-site and by internet connection
66	Community Service Block Grant Activities	Y	by referral and internet connection
67	Employment and Training activities carried out by the Department of Housing and Urban Development	Y	by referral
68	Unemployment Insurance Programs	Y	on-site and by internet connection
69	Temporary Assistance for the Needy Families/ Welfare Transition	Y	on-site and by internet connection
70	Supplemental Nutrition Assistance Program - Employment and Training	Y	on-site and by internet connection
71	Supportive Services such as child care and transportation	Y	on-site and by internet connection
72	Disability Specialist	Y	on-site and by internet connection

**Self Attestation:**

I, Ada Rodriguez, certify, to the best of my knowledge, that the above information provided as part of DEO's Credentialing process is true and correct.

Signature Ada Rodriguez

Date \_\_1-11-2022



Division of Workforce Services

Bureau of One-Stop and Program Support  
Program Year 2020-21

**Certification for Program Year 2020-21**  
**All requirements are per DEO Credentialing Guidance Paper OSPS-81, CSF Admin. Policy 92 and 93, and Federal law.**

Name and Number of LWDB: **CareerSource Central Florida - LWDB 12**

Name and Location of Career Center: **Lake/Sumter County CareerSource Central Florida - 9909 US Hwy 441, Bldg M29, Leesburg, FL 34788**

Name of individual completing this form: **Gustavo Henriquez**

Date: **1/11/2022**

I am providing this form in connection with the DEO Local Workforce Development Board credentialing certification for PY 2020-2021. I confirm, to the best of my knowledge and belief, the following representations:

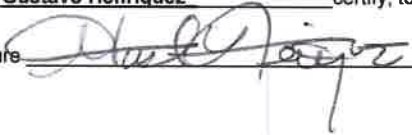
Career Center Credentialing		Y/N	Comments
Minimum Resource Room Requirements			
1	Are the following labor market publications and resources accessible to users? (y, n)	y	
2	<a href="#">Wage Conversion Posters (Note: Posters show hourly wages converted into weekly/monthly/annual earnings.)</a>	y	
3	<a href="#">Resource Guide (displays the Systems, Publications, and Reports available from the Labor Market Statistics Center)</a>	y	
4	<a href="#">Career Comics</a>	y	
5	<a href="#">Job Journey Occupational Career Posters</a>	y	
6	<a href="#">Occupational Highlights</a>	y	
7	<a href="#">Industry Profiles</a>	y	
8	<a href="#">Employment Projections Data</a>	y	
9	<a href="#">Occupational Employment Statistics and Wages</a>	y	
10	Career Information Delivery System (customized career decision making tools like CHOICES)	y	
11	Career Infonet ( <a href="http://www.careerinfonet.org/">http://www.careerinfonet.org/</a> )	y	
12	O*NET ONLINE ( <a href="http://www.onetonline.org/">http://www.onetonline.org/</a> )	y	
13	Florida Research and Economic Information Database Application (FREIDA) <a href="http://freida.labormarketinfo.com/">http://freida.labormarketinfo.com/</a>	y	
14	<a href="#">State Eligible Training Provider List (ETPL) for the LWDA</a>	y	
15	Do computers have Internet Access?	y	
16	Do the computers have a link to Employ Florida?	y	
17	Is Employ Florida the MIS primarily used in the resource room for labor exchange services?	y	
18	If no to #17, what is the labor exchange system/program being used?	n/a	
19	Do basic software programs include technical skills self-assessment, resume building and interviewing skills?	y	
20	Are staff available to provide assistance on the use of software programs using labor market information and other web-based resources?	y	
Posters required by Federal and State Law and Guidance			
21	Does the location display the following posters as required by law, in a place that is visible to customers? (y, n)	y	
22	<a href="#">"Employee Rights Under the National Labor Standards Act"</a>	y	
23	<a href="#">"Family and Medical Leave Act"</a>	y	
24	<a href="#">"If You Have A Complaint"</a>	y	
25	<a href="#">"Notice to Workers with Disabilities"</a>	y	
26	<a href="#">"Migrant &amp; Seasonal Agriculture Worker Protection Act"</a>	y	
27	<a href="#">"Job Safety and Health Protection Occupational Safety and Health Act"</a>	y	
28	<a href="#">"Fair Labor Standards Act"</a>	y	
29	<a href="#">"Florida Law Prohibits Discrimination"</a>	y	
30	<a href="#">"Reemployment Assistance"</a>	y	
31	<a href="#">"Child Labor Laws"</a>	y	
32	<a href="#">"Interpretive Services" (One of three allowable posters)</a>	y	

33	"Worker's Compensation Works for You"	y	
34	"Employee Polygraph Protection Act (EPPA)"	y	
35	"Uniformed Services Employment and Reemployment Rights Act (USERRA)"	y	
36	"Equal Employment Opportunity is the Law"	y	
37	"Florida Minimum Wage"	y	
<b>Minimum Operating Hours</b>			
38	Does the Career Center have standard operating hours for this site? (y, n) Please list days/hours in 'Comments' section.	y	Monday - Thursday 8am-5pm; Fridays 8am-12pm
39	Are the operating hours prominently posted? (y, n)	y	Front Door Entrance, website & on printed materials
<b>Minimum Skills Standards/Certification for Front-Line Staff</b>			
40	Does the LWDB ensure that all front line staff successfully complete the Florida Workforce Professional Tier I certification within one year of the employee start date?	y	Please see Tier I / Credentialing list for staff information
41	List the number of employees required to complete the Tier I certification during the previous program year.	y	Please see Tier I / Credentialing list for staff information
42	List the number of employees that successfully completed the Tier I certification during the previous program year.	y	Please see Tier I / Credentialing list for staff information
43	Attach the list of employees (defined as front line staff) required to complete the Tier I certification during the previous program year.	y	Please see Tier I / Credentialing list for staff information
44	Do front line staff have the following minimum skills required of a workforce professional?	y	
45	Customer service training (y, n)	y	
46	Communications skills training (y, n)	y	
47	Basic computer software skills (y, n)	y	
48	Specific programmatic training (y, n)	y	
<b>Continuing Education Credits for Front Line Staff</b>			
49	Does the LWDB ensure all front-line staff who received Tier I certification prior to the review period have 15 hours of continuing education credits completed by the staff's certification anniversary date? (y, n)		Please see Tier I / Credentialing list for staff information
50	Attach the list of employees (defined as front line staff) required to complete the 15 hours of continuing education.		Please see Tier I / Credentialing list for staff information
<b>Minimum activities to be provided by the Career Center</b>			
51	Are the following minimum activities provided <b>on-site</b> , by <b>referral</b> or by <b>internet</b> connection? (y, n)	y	If yes, indicate the manner in which these activities are provided.
52	WIOA Adult/Dislocated worker program	y	on-site, virtual
53	Veterans Workforce Investment programs	y	on-site, virtual, referral
54	Migrant and Seasonal Farm Worker services	y	on-site, virtual, referral
55	FDOE Farmworker Career Development Program	y	on-site, virtual, referral
56	Indian and Native American programs	y	Internet
57	Job Corps	y	Internet, referral
58	Youth Services	y	on-site, virtual, referral
59	Wagner-Peyser Programs	y	on-site
60	Adult Education	y	GED on-site, referral, internet
61	Industrial Education	y	Internet
62	Vocational Rehabilitation	y	Referral & Internet
63	Older Worker Programs	y	Referral & Internet
64	Trade Adjustment Assistance	y	On-site
65	Veterans Employment and Training Services	y	on-site, virtual, referral
66	Community Service Block Grant Activities	y	Referral & Internet
67	Employment and Training activities carried out by the Department of Housing and Urban Development	y	Referral & Internet
68	Unemployment Insurance Programs	y	Internet
69	Temporary Assistance for the Needy Families/ Welfare Transition	y	on-site, virtual
70	Supplemental Nutrition Assistance Program - Employment and Training	y	on-site, virtual
71	Supportive Services such as child care and transportation	y	Referral & Internet
72	Disability Specialist	y	Referral & Internet



Self Attestation:

I Gustavo Henriquez certify, to the best of my knowledge, that the above information provided as part of DEO's Credentialing process is true and correct.

Signature 


Date 1/11/22

# **Attachment N**



**POLICY TITLE: Support Service and Incentive Policy**

**POLICY NUMBER: UNI - 03**

<b>Author:</b> Gina Ronokarijo, Senior Planning Manager	<b>Effective Date:</b> 11/1/2016	<b>Revision Date:</b> 03/01/2021
<b>Description of Revision(s):</b>	Update to align with new Administrative Policy 109 effective 02/23/2021	
<b>Approval:</b>	Mimi Coenen, Chief Operations Officer	
<b>Signature:</b>		

**I. PURPOSE:**

To provide guidance on the various support service and incentive options allowed under the requirements of the WIOA Youth, Adult, and Dislocated Worker, and Temporary Assistance to Needy Families programs.

**II. APPLICATION:**

This document applies to all staff who are responsible for the managing and issuing support services and incentives.

**III. BACKGROUND:**

The Workforce Innovation and Opportunity Act (WIOA) and Temporary Assistance for Needy Families (TANF) legislation and guidance provide for the provision of supportive services and milestone-based incentives to participants enrolled in WIOA Youth or TANF funded programs.

**IV. DEFINITIONS:**

Support Services: WIOA defines the term as services such as transportation, childcare, dependent care, housing, and needs-related payments that are necessary to enable an individual to participate in activities authorized under this Act. Under the TANF legislation and state plan, support services are defined as services provided either directly to, or on behalf of, participants to reduce barriers to obtaining or retaining employment.

Incentives: An incentive is a payment to an eligible WIOA Youth registrant for the successful participation and achievement of expected outcomes as defined in the individual's Individual Service Strategy (ISS).

The following policy defines how CareerSource Central Florida will locally define supports and incentives, and the parameters for its provision to participants.

**V. REFERENCES:**

1. [Workforce Innovation and Opportunity Act \(WIOA\) Sections 129 and 134](#)
2. [Title 20 Code of Federal Regulations \(CFR\) § 663.800-663.840; §664.440](#)
3. [Title 20 Code of Federal Regulations \(CFR\) 2 CFR Part 200](#)
4. [Florida Statute Chapter 445; 445.009, 445.025, 445.031,](#)



5. [WIOA Section 3\(59\)](#)
6. [WIOA Section 134\(c\)\(2\)\(A\)\(ix\)](#)
7. [CSF Administrative Policy 109](#)
8. [TANF State Plan](#)

## VI. **POLICY:**

### **A. Support Services**

Based on individual assessment and availability of funds, supportive services may be awarded to eligible participants. Supportive service awards are intended to enable an individual to participate in workforce-funded programs and activities to secure and retain employment. Supports are provided based on need as determined by the Career Services Consultant working with the participant, and may include:

- Transportation, including public transportation, ride shares and taxi fares.
- Clothing, footwear, and personal appearance/hygiene products for adequate presentation to a job interview or work;
- Certification fees, work tools and assistance with education-related testing; and
- Child care, dependent care, needs-related payments that are necessary for a career seeker to participate in assigned activities.

These payments will be made in the form of Reloadable Debit Cards when no relationship has been established with a selected vendor to provide the services.

When a relationship has been established, payment will be provided in the form of a voucher/direct payment to the selected vendor.

Support services may be provided directly by CSCF or in coordination with other entities to ensure resources and services are not duplicated. Support services through CSCF may only be provided to eligible WIOA Adult, Dislocated, Youth, and TANF participants when services are **not available** through other agencies or when the services are necessary for the individual to participate in a program. Support services will be viewed individually and creatively to enable customers to participate in education and training activities identified in his/her individual development plan. The rationale for providing support services must be well documented in the participant's plan. Support services will be based on careful consideration of the region's funding limitations and the availability of community resources, to leverage program resources to the greatest extent possible.

Eligibility for support services will be established based on an assessment of need and documented in the participant's individual development plan. To qualify for receipt of support services, staff - in consultation with the customer - must:

- Demonstrate and document a need that will prevent him or her from participating in a program, accepting employment, or retaining employment;
- Document that the customer is unable to afford the cost associated with addressing the need;
- Be unable to secure the needed services from another community resources;



- Qualify and enrolled in one or more programs operated by CSCF.
- For participants enrolled in training activities CSCF will document proof of attendance through Progress Reports, MSG, Statement of Attendance, or any other document that will allow verification of such attendance.
- Document mileage calculations for transportation support service intended to assist with travel to CSCF sponsored activity.
- Utilize CSCF Determination of Need Form in order to capture justifications, needs, amounts to be provided/approved, and attestations for receipt of and use of support for the intended purpose.
- Retain supporting documentation of costs incurred.

CSCF will not provide support services retroactively or reimburse for any services previously rendered.

### **B. Needs-Related Payments**

Needs-related payments are a supportive service that provides financial assistance to participants to enable their participation in training. Unlike other supportive services, CSCF may only provide needs-related payments to eligible WIOA participants who are enrolled in training or accepted in a training program (Specifically an ITA training) that will begin within 30 calendar days.

#### **1. Eligibility for Adults, Dislocated Workers and Out-of-School Youth (OSY)**

To receive needs-related payments, adults and OSY (ages 18-24) must:

- a) Be unemployed;
- b) Not qualify for, or have ceased qualifying for, Reemployment Assistance (RA) benefits; or any other benefit program intended as needs related assistance (excludes SNAP and childcare subsidy), and
- c) Be enrolled in training services authorized under WIOA sec. 134(c)(3).

To receive needs-related payments, Dislocated Workers must be unemployed and;

- a) Have ceased to qualify for RA benefits or Trade Readjustment Allowance (TRA) under the Trade Adjustment Assistance (TAA) program; and
- b) Be enrolled in training services authorized under WIOA sec. 134(c)(3) by the end of the 13th week after the most recent layoff that resulted in a determination of the worker's eligibility as a dislocated worker, or, if later, by the end of the eighth week after the worker is informed that a short-term layoff will exceed six months; or
- c) Be unemployed, deemed ineligible for RA benefits or TRA under the TAA program, and be enrolled in training services authorized under WIOA sec. 134(c)(3).



## **2. Payment Levels**

For adults, dislocated workers, and OSY, CSCF has established the payment level of needs-related payments utilizing the maximum weekly benefit amount (WBA) for Florida RA benefits: \$275 with a total maximum of \$1,100.

### **C. Specialized Program Considerations:**

#### **1. Temporary Assistance for Needy Families Program (TANF):**

- a) Under the TANF, support services may not be provided to customers considered "applicants" of the program, except for those individuals who are applying for Upfront Diversion. Up-Front Diversion recipients are limited to a one-time diversion payment of up to \$1,000 based on documented outstanding bills and employment related needs.
- b) TANF Transitional customers may receive childcare support services for up to two years after completing the program as long as the customer remains employed. CSCF staff will support access to childcare through a referral process to Early Childhood Education providers in the region.

#### **2. Support Service Limitations:**

- a) Medical services, devices or prescriptions otherwise payable under federal, state, local, or personal insurance programs are not allowable. Medical/dental services, mental health services, substance abuse services, and domestic violence services are available through community resources and participants should be referred the appropriate providers.
- b) Tuition for approved training is not included as support services. These costs are covered under an Individual Training Account. Other administrative fees, training supplies, instructional material, tools, uniforms, protective gear, required to participate in training or employment are considered support services if not paid directly to the training provider.
- c) The Chief Operations Officer or designee will establish support service thresholds each program year and will review support service funding levels to ensure resources are used with the intent of this policy. Memorandum will be distributed, and an addendum will be added to this policy. Resource levels will also be reviewed for expenditure levels as compared to established budget.

#### **D. Incentives (Youth Only)**

Incentive payments may be issued to participants for recognition and achievement directly tied to training activities, work experiences, or performance related outcomes specified in the customer's individual development plan and are issued in compliance with the requirements of 2 CFR Part 200.



Opportunities to earn incentives will be outlined in writing and reviewed with the customer to ensure understanding of program requirements. Supporting documentation of the activities completed or milestone achieved will be kept in the participant's file as verification of the achievement. Incentives may be issued in the form of reloadable debit cards.

**E. Primary & Secondary Safe Key Holders**

Each CSCF Career Services Office will manage the daily distribution and reconciliation of support services and incentives. Corresponding logs, lock boxes, and lock box keys will be secured at all times. The Career Services Manager will be responsible for the resources provided under this policy and will ensure monthly reconciliation of inventory is reported to the Finance Department.

**F. Cancellation of Support Services**

This policy and some or all of its categories of support services may be cancelled or changed, in whole or in part, by CSCF at any time and without notice, effective immediately, or at any time CSCF determines it necessary. Exceptions may be made to this policy by CSCF if it is in the best interest of CSCF or its customers.

**G. Policy Exceptions:**

Any exceptions to the above stated policy or any part thereof, must be documented and approved by the CareerSource Central Florida Chief Operation Officer or President/CEO.

**VI. INQUIRIES:** Questions regarding this policy should be directed to the Senior Planning Manager. Any updates to this policy will be communicated through the Chief Operations Officer or their designee as noted on page one of the policy.

**VII. ATTACHMENTS/RESOURCES:**

Attachment A: Determination of Need Form  
Attachment B: Current COO Memo of Thresholds  
Attachment C: Spreadsheet of Approved Vendors



## SUPPORT SERVICES STATEMENT OF NEED

**Participants's Name:** \_\_\_\_\_ **Last 4 SSN:** \_\_\_\_\_

Prior to issuance of any support services, income level and other determination factors are taken into consideration to determine your need for support services, while participating in CareerSource Central Florida programs. Support Service necessity will be accessed based on services requested.

### Request for Support Service Assistance:

It has been determined through verified and accurate participant assessment that this participant has a need for support services, which shows a level of financial need allowing Career Source Central Florida to fund within our allowed support limits identified per program year. I have verified through an accurate participant assessment that this participant has a need for the following support service(s):

Transportation

Number of Miles driven to and from CSCF sponsored activity. Source: Google Maps	Number of days activity attended monthly	Number of miles monthly
Monthly Miles Traveled to CSCF sponsored activity	Maximum transportation assistance *No participant can receive more than \$100 per month	
Up to 50 miles	\$25.00	
51-100 miles	\$50.00	
101-200 miles	\$75.00	
201+ miles	\$100.00	

Exam Prep Course

License/Certification

Uniforms/Work Clothes or Work Tools

Other: \_\_\_\_\_

### Justification for the need for support services:

### Participant Attestation

I understand and agree:

- Support services are not an entitlement and receipt of them is based on both need and funding availability.
- All support services received must be used for their intended purpose as outlined in this form.
- I will not receive support services if I am receiving or am eligible to receive such payments from another source.
- I need to notify my CS Consultant of any change that may affect my eligibility for these payments.

**Participant Signature:** \_\_\_\_\_ [Click here for electronic signature](#) **Date:** \_\_\_\_\_

**CS Consultant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_





# Global Cash Card Receipt Acknowledgment Form and Determination of Need for Support Service

By completing the following form, you are providing your electronic signature acknowledging that you have received either by US Mail or by in person delivery, the Global Cash Card that has been assigned to you by CareerSource Central Florida. No cash uploads will be made to GCC card until this signature acknowledgement is received by your CSCF Career Specialist. Card cannot be activated until initial cash upload is completed by CSCF.

You are also acknowledging that through assessments the determination of a need for support services has been discussed with you.

Name\*

First Name\*  Last Name\*

Email\*

Name of my assigned Career Services Consultant \*

First Name\*  Last Name\*

Email of my assigned Career Services Consultant\*

First Initial Last Name@careersourcecf.com

Please type in the GCC Card Number that you received in the US Mail or was previously given to you by your consultant.   
(16 Digits, no other characters)

I understand and agree: 1. Support services are not an entitlement and receipt of them is based on both need and funding availability. 2. All support services received must be used for their intended purpose as outlined in the form that was completed with me. 3. I will not receive support services if I am receiving or am eligible to receive such payments from another source. 4. I need to notify my CS Consultant of any change that may affect my eligibility for these payments.

\*

I agree

Participant Attestation

Date/Time\*

Month  Day  Year  Hour  Minute:  AM/PM

Signature\*

Use your mouse or finger to draw your signature above

[\[clear\]](#)



To: CareerSource Central Florida Career Consultants  
 From: Mimi Coenen, Chief Operating Officer  
 RE: **Annual Support Service and Incentive Thresholds for PY 21/22**

The following chart highlights the workforce-funded, maximum dollar amount within the WIOA Youth, Adult, Dislocated Worker, and Temporary Assistance to Need Families (TANF) programs for 2021-2022. The funds provided by CSCF for support services and incentives to career seekers throughout the region must not exceed the allotted amount listed below.

Support Service Type	Maximum support per individual
Training Support	\$1,500 (excluding Apprenticeships)
Support – Incentives (Youth and TANF Youth Only)	\$1,000
Gas/Transportation	\$100/month
Employment Support	\$1,000

**Training Support**

- Certification fees, work tools and assistance with education-related testing

**Support – Incentives (Youth and TANF Youth)**

- For recognition and achievement directly tied to training activities, work experiences, or performance-related outcomes and milestones specified in the career seeker’s individual development plan.

**Gas / Transportation**

- LYNX Bus Passes
- Cash uploads for other transportation (gas for personal or family/friend vehicles, Uber/Lyft, taxi fare, other public transportation, etc.) not to exceed \$100.00/month.

**Employment Support (Support Service Other)**

- Interview clothes, uniforms for employment, tools for employment, certifications needed for employment.

**\*Any exceptions to the training support limit, for example, in the instance of needing multiple review courses for NCLEX, need to be approved by the Director of Operations and thoroughly documented.**

If you have any additional questions, please feel free to connect with your Center Manager.

Thank you,

Mimi Coenen, Chief Operating Officer

careersourcecentralflorida.com  
 1.800.757.4598

A proud partner of the **AmericanJobCenter** network

CareerSource Central Florida is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via 1-800-955-8771 - Voice: 1-800-955-8770.



Vendor Name	Vendor Address	City	State	Zip	Type of Vendor	Kind of services they provide
ADVENTHEALTH CENTRA CARE	2600 WESTHALL LANE BOX 300	MAITLAND	FL	32751	Support	Vaccination and Physicals
AHIMA (AMERICAN HEALTH INFORMATION MANAGEMENT ASSOCIATION)	AMERICAN HEALTH INFORMATION MANAGEMENT ASSOC. DEPT. 77-3081	CHICAGO	IL	60678	Support	Medical Billing and Coding Certifications
AVALON MEDICAL EDUCATORS	2254 SAW PALMETTO LANE # 110	ORLANDO	FL	32828	Support	IV Therapy, Phlebotomy, EKG Certifications
CLINICAL SOLUTIONS MEDICAL TRAINING	2860 W STATE ROAD 84, #113	FT LAUDERDALE	FL	33312	Support	IV Therapy, Phlebotomy, EKG, BLS, ACLS, PALS Certifications
DAON TRUSTED IDENTITY SERVICES LLC	601 MADISON STREET SUITE 400	ALEXANDRIA	VA	22314	Support	Finger Printing, 2nd Level Background
DEPARTMENT OF HEALTH	DIVISION OF MEDICAL QUALITY ASSURANCE 4052 BALD CYPRESS WAY, BIN #C-10	TALLAHASSEE	FL	32399	Support	NCLEX Licensing for RN and LPN
DME SERVICES OF NORTH FLORIDA, INC	256 LOMA DRIVE	WINTER HAVEN	FL	33881	Support	Airplane Mechanics Airframe and Powerplant Certifications
FLORIDA DEPARTMENT OF TRANSPORTATION	SUNRAIL 801 SUNRAIL DRIVE	SANFORD	FL	32771	Support	Sunrail Matters
FLORIDA ROOFING AND SHEET METAL CONTRACTORS ASSOCIATION INC	7071 UNIVERSITY BLVD	WINTER PARK	FL	32792	Support	Roofing Pre-Apprenticeship
GENTLEMENS QUARTERS OF KISSIMMEE, INC	1106 N. JOHN YOUNG PARKWAY	KISSIMMEE	FL	34741	Support	Uniforms
GRAYBAR ELECTRIC CO INC	2400 S. DIVISION STREET	ORLANDO	FL	32805	Support	Electrical supplies in bulk
IBEW Local 606	820 VIRGINIA DRIVE	ORLANDO	FL	32803	Support	CFL Electrical Union
JANE'S SCRUBS-N-MORE, INC	905 W. OAK ST	KISSIMMEE	FL	34741	Support	Uniforms
JOHNSTONE SUPPLY	P.O. BOX 864652	ORLANDO	FL	32886	Support	HVAC Supplies
KAPLAN NURSING, INC	395 HUDSON ST., 3RD FLOOR	NEW YORK	NY	10014	Support	NCLEX Prep Course for RN and LPN
LAKE UNIFORMS	10601 U.S. HWY. 441 SUITE C4	LEESBURG	FL	34788	Support	Uniforms
MERIDYS UNIFORMS	208 MADISON STREET	VIDALIA	GA	30474	Support	Uniforms
MILLERS COLLEGE OF NURSING	2151 CONSULATE DR.	ORLANDO	FL	32837	Support	NCLEX Prep and Remediation Course for RN and LPN
MULTI SERVICE TECHNOLOGY SOLUTIONS (Red Wings Boots)	PO BOX 844329	DALLAS	TX	75284	Support	Tradesmen Boots
MUNICIPAL EQUIPMENT COMPANY	2049 WEST CENTRAL BOULEVARD	ORLANDO	FL	32805	Support	Firefighting Uniforms and Supplies

NATIONAL BOARD OF RESPIRATORY CARE, INC	18000 W 105TH STREET	OLATHE	KS	66061	Support	Licensing for Respiratory Care Technicians
PEARSON VUE	62160 COLLECTIONS CENTER DRIVE	CHICAGO	IL	60693	Support	Testing for NCLEX (RN & LPN) and GED
SCOTT RANDOLPH - ORANGE CTY TAX COLLECTOR	P.O. BOX 545100	ORLANDO	FL	32854	Support	Driver's License
TRU-VALU DRUGS OF SANFORD, INC	503 EAST FIRST STREET	SANFORD	FL	32771	Support	Uniforms
TURN OUT RENTAL LLC	32001 SCHOOLCRAFT ROAD	LIVONIA	MI	48150	Support	Firefighting Uniforms and Supplies
UNIFORM ADVANTAGE	494 WEST S.R. 436 SUITE 1000	ALTAMONTE SPRING	FL	32714	Support	Uniforms
UNIFORM CITY	1243 EAST COLONIAL DRIVE	ORLANDO	FL	32803	Support	Uniforms
UNIFORM COTTAGE	12 E. Darlington Ave	KISSIMMEE	FL	34741	Support	Uniforms
UNIFORMITY, INC	TOWNSHIP PLAZA 960 WEST STATE RD 434	LONGWOOD	FL	32750	Support	Uniforms
AKADEMOS, INC	200 CONNECTICUT AVENUE	NORWALK	CT	06854	Training-Support: Public	OTC Books and Supplies
BARNES & NOBLE COLLEGE BOOKSELLERS, LLC	ATTN: ACCOUNTS RECEIVABLE DEPARTMENT PO BOX 823660	PHILADELPHIA	PA	19182	Training-Support: Public	SSC and VC (Downtown Campus) Books and Supplies
FHEG LAKE-SUMTER BOOKSTORE	STORE NO 138 M.A. 1712 3146 SOLUTIONS CENTER	CHICAGO	IL	60677	Training-Support: Public	LTC Books and Supplies
VALENCIA COLLEGE BOOKSTORE	P.O. BOX 4913	ORLANDO	FL	32802	Training-Support: Public	VC Books and Supplies

# Attachment 0



**POLICY TITLE: Priority of Service for Veterans and Eligible Spouses**  
**POLICY NUMBER: UNI-06**

<b>Author:</b> LVER's, Wagner-Peyser Program Manager, Senior Planning Manager	<b>Effective Date:</b> 06/09/2021	<b>Revision Date:</b>
<b>Description of Revision(s):</b>	Priority of Service for Veterans and Eligible Spouses	
<b>Approval:</b>	Mimi Coenen, Chief Operating Officer	
<b>Signature:</b>		

**I. PURPOSE:**

The purpose of this policy is to provide CareerSource Central Florida (CSCF) staff the requirements for implementing priority of service for veterans and eligible spouses for all U. S. Department of Labor (DOL) programs and services that are provided to eligible job seekers in the career centers.

**II. APPLICATION:**

This policy applies to all CSCF staff who identify and/or provide service(s) to veterans and eligible spouses.

**III. BACKGROUND:**

Priority of Service for Covered Persons Final Rule, which took effect on January 19, 2009, requires that adequate protocols are in place to ensure that priority is given to veterans and eligible spouses in all USDOL funded programs. In addition, the Jobs for Veterans' State Grant (JVSG) refocusing effort referenced in Veterans' Program Letter (VPL) No. 03-14, Training and Employment Guidance Letter (TEGL) No. 19-13, and CareerSource Florida Administrative Policy 111 formalize the Veteran's priority of service.

**IV. AUTHORITY:**

- [Chapters 41 and 42, Title 38, U.S.C.](#)
- [Public Law 107-288](#)
- [20 Code of Federal Regulations \(CFR\), Part 1010](#)
- [Veterans Program Letter \(VPL\) 07-09 Priority of Service for Veterans and Eligible Spouses](#)
- [Training and Employment Guidance Letter \(TEGL\) 10-09](#)
- [Veterans Program letter \(VPL\) 03-14](#)

**V. DEFINITIONS:**

**Employ Florida (EF)** - Powerful online tool specifically designed to help connect

employers and job seekers. EF serves as a state job board and case management system for Florida's workforce system. Customers can access services virtually anywhere using EF which provides a complete set of employment tools all in one website.

**Covered Person** - An individual who meets the definition of veteran, or eligible spouse and as such, is eligible for priority of service.

**Disabled veteran** - A veteran who is entitled to compensation, or who, except for the receipt of military retirement pay, would be entitled to compensation, under the Department of Veteran Affairs, or a veteran who was discharged or released from active duty, because of a service-connected disability.

**Disabled Veterans' Outreach Program (DVOP) Specialist** - A specialized case manager funded by the JVSG who provides basic and individualized career services and facilitates placements to meet the employment needs of eligible veterans with significant barriers to employment or who are part of a special population as designated by DOL.

**Local Veteran Employment Representative (LVER)** - A representative funded by the JVSG who:

- a) Conducts outreach to employers in the area to assist veterans in gaining employment, including conducting seminars for employers and, in conjunction with employers, conducting job search workshops and establishing job search groups.
- b) Ensures priority of service is administered within the career center in accordance with federal state requirements; and
- c) Facilitates employment, training, and placement services furnished to veterans in a State under the applicable State employment service delivery systems.

**Non-Covered Person** - Any individual who meets neither the definition of veteran, nor the definition of eligible spouse.

**Recording Services Provided** - Activity history/service plan screen in Employ Florida is used to record all services received, including job referrals and placements. The purpose of providing services is to enhance the Veteran's and eligible Spouses ability to become employed. Career center staff must record services provided to jobseekers within fifteen days of the date the service was provided.

**Self-Service** - Occurs when individuals independently access the workforce development information system and activities. This can be done in either a physical location, such as a career center resource room or partner agency, or remotely via the use of electronic technologies.

**Staff-Assisted Services** - Program services provided that require significant staff involvement.

**Veteran (for Priority of Service)** - A person who served at least one day in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable, as specified in 38 U.S.C 101(2). Active service includes full-time Federal service in the National Guard or a Reserve component. It does not include full-time duty performed strictly for training purposes, nor does it include full-time active duty performed by National Guard personnel who are mobilized by the State rather than Federal authorities.

**Workforce Innovation Opportunity Act (WIOA)** - creates a comprehensive workforce development system that aids job seekers and employers.

## VI. POLICY

Priority of service means that covered persons are given priority over non-covered persons for the receipt of employment, training, and placement services funded in whole or in part by DOL, including, but not limited to:

- a) Workforce Innovation and Opportunity Act (WIOA) Title I, (Adult, Youth and Dislocated Worker);
- b) WIOA Title III, (Wagner-Peyser);
- c) Trade Adjustment Assistance (TAA);
- d) Migrant and Seasonal Farmworkers (MSFW);
- e) National Dislocated Worker Grants (NDWG); and
- f) Senior Community Service Employment Program (SCSEP).

### A. Eligibility

Covered persons may self-attest their status as eligible for priority of service. The only services that require eligibility verification are those cases where a decision is made to commit funding (e.g., WIOA training) to a covered person over another non-covered individual. Covered persons, for purposes of the provision of priority of service, are defined as follows:

- a) **Veteran:** A person who served at least one day in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable, as specified in 38 U.S.C 101(2). Active service includes full-time Federal service in the National Guard or a Reserve component. It does not include full-time duty performed strictly for training purposes, nor does it include full-time active duty performed by National Guard personnel who are mobilized by state rather than federal authorities.
- b) **Eligible Spouse:** The spouse of:
  - I. A veteran who died of a service-connected disability.
  - II. A member of the Armed Forces serving on active duty who, at the time of application for the priority, is listed in one or more of the following categories and has been so listed for a total of more than 90 days:
    - a. Missing in action;
    - b. Captured in the line of duty by a hostile force;
    - c. Forcibly detained or interned in the line of duty by a foreign



- government or power;
- d. A spouse of any veteran who has a total disability resulting from a service- connected disability, as evaluated by the Department of Veterans Affairs; or
- e. A spouse of any veteran who died while a total, service-connected disability was in existence.

**Note:** The statutory requirements for the Jobs for Veterans' State Grant (JVSG) require application of a more narrowly defined definition of veteran (i.e., eligible veteran). For purposes of receiving individualized career services from a Disabled Veteran Outreach Program (DVOP) specialist, "eligible veteran" means a person who meets any of the following:

- a) Served on active duty for a period of more than 180 days and was discharged or released with a character of service other than dishonorable;
- b) Was discharged or released from active duty by reason of a sole survivorship discharge;
- c) Was discharged or released from active duty because of a service-connected disability; or
- d) As a member of a reserve component under an order to active duty, served on active duty during a period of war or in a campaign or expedition for which a campaign badge is authorized and was discharged or released from such duty with a character of service other than dishonorable.

## **B. Identifying Covered Persons**

CareerSource Central Florida staff must identify covered persons who enter career centers and/or self-enroll to receive CSCF services and notify them with timely and useful information on priority of service for covered persons. CSCF staff should ensure that identification of veterans happens:

- a) **Point of Entry:** CSCF Staff (Front Desk Staff, Customer Service Representatives, and/or Career Consultants) must ask individuals who enter one of the five career centers if he/she, or his/her spouse, is currently serving, or has ever served, in the U.S. military;
- b) **QLESS appointments:** CSCF staff will ensure that individuals who self-identify as a covered person when scheduling service are provided information on priority of service.
- c) **Newly registered veterans in Employ Florida (EF):** CSCF staff will reach out by email and phone to job seekers who register in EF and self-identify as a veteran. Staff will provide information on priority of service and the services that CSCF provides to job seekers.
- d) **Website:** As job seekers navigate to the CSCF website, it will include an explanation of priority of service for covered persons which can be viewed [HERE](#).
- e) **Orientations:** All orientations, conducted remotely or in person, for Temporary Aid for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Ticket to Work (TTW), and any other

program will include an explanation of priority of service for covered persons.

To encourage covered persons to self-identify, CSCF will prominently display notices and signs strategically throughout the career center, to include the front intake area. CSCF staff should ensure that signage is visible and may use the pop-up signage in the front to better explain priority of service to walk-in job seekers.

All CSCF staff will receive priority of service training on an annual basis. The CSCF's Local Veteran Employment Representative (LVER) must provide the required training. If a LVER is not available to conduct the training, CSCF will temporarily assign the Wagner Peyser Program Manager or Learning Liaison to conduct the training. Staff are also encouraged to refresh their knowledge with the [Priority of Service Training Video](#), developed by the Department of Economic Opportunity's (DEO's) State Veterans' Program Office.

### **C. Applying Priority of Service**

The application of priority of service varies depending on the eligibility requirements of the program.

#### **1. Universal Access Programs**

For Wagner-Peyser self and staff services, veterans and eligible spouses receive priority of service **over all** other program participants. Priority of service provides covered persons access to a service earlier than a non-covered person, or if a service or resource is limited, the person receives access instead of or before the non-covered person.

CSCF recruitment events and job fairs should have early admittance for veterans. Also, if a veteran arrives at one of the career centers for use of the resource room equipment and there is a waiting list, the covered person moves to the front of that list.

Covered persons do not supplant non-covered persons **who are already** in receipt of a resource.

#### **2. Programs with Eligibility Criteria**

For the WIOA Adult, Dislocated Worker, and Youth programs, every participant is required to meet program eligibility requirements (e.g., age, selective service registration, etc.). A veteran or eligible spouse must first meet all the eligibility criteria to be considered eligible for participation in the program. Once determined eligible for participation, the covered person receives priority for participation in the program and receipt of services. Covered persons should have first access to funding in the case of funding limitations.

Covered persons do not supplant non-covered persons **who are already** in receipt of a service

#### **D. Reporting Priority of Service**

To accommodate priority of service at point of entry, Geographic Solutions has implemented notification pop-ups in Employ Florida. The pop-ups notify newly registered veterans and covered persons and ensures these newly registered veterans and covered persons are aware of their entitlement to priority of service and the scope and types of services available under priority of service. When a covered person self identifies at the point of registration in Employ Florida, the system automatically generates a service code 089 (Automated Veteran Priority of Service Notification) on the participant's Wagner-Peyser Program Application.

In instances where a covered person does not self-identify at registration, but is later determined to be eligible, CSCF staff must ensure the covered person is provided information regarding their priority of service rights and document this staff-assisted service through Employ Florida service code **189** (Notification of Veteran Priority of Service) and include the appropriate documentation/case note that aligns with the requirements prescribed in the [Employ Florida Service Code Guide](#).

#### **E. Monitoring**

Priority of service for veterans and eligible spouses will be monitored to ensure compliance in the below categories:

- a) Ensure covered persons are notified of their entitlement to priority of service, including the full array of employment, training, and placement services available, and applicable eligibility requirements for programs and services.
- b) Enable individuals to identify themselves as veterans or eligible spouses at the point of entry to the system for priority.
- c) Monitor the implementation of priority of service.
- d) Ensure continuous priority of service training for career center staff.

CSCF Program Management will complete both on site and file reviews monthly, along with quarterly quality assurance provided by a third party vendor.

CSCF Human Resources/Learning and Development team will be responsible for the documentation of annual staff training. This training will be included as part of the mandatory continuing education units (CEU's) that all staff must complete annually.

### **VII. RESOURCES:**

[Department of Economic Opportunity Priority of Service Training Video](#)  
[Training and Employment Notice \(TEN\) No. 15-10](#)  
[Veterans and Spouses Final Rule Fact Sheet](#)  
[Priority of Service for WIOA Adult Funds Desk Reference](#)  
[Priority of Service Poster Template](#)

**VIII. INQUIRIES:**

***Policy:*** Questions regarding this process should be directed to the Senior Planning Manager. Any updates to this process will be communicated through the Director of Operations or their designee and noted on page one of the document.

# **Attachment P**



**OFFICIAL POLICY DOCUMENT**

**Department:** Finance

**Revises:**

**Policy Name:** Procurement Policies and Procedures **Date Effective:**

**Last Review Date:**

**Approved by:** \_\_\_\_\_  
President/CEO Date

**Approved by:** \_\_\_\_\_  
Board Chair Date

**I. PURPOSE:**

To ensure the purchase of goods and services is conducted in an open manner with competitive pricing, proper management and oversight controls to ensure Finance accountability and efficiency and to prevent waste, fraud and abuse and avoid acquisition of unnecessary or duplicative items.

**II. APPLICATION:**

This policy applies to all CareerSource Central Florida purchases as well as that of its subrecipients. Subrecipient requirements are stipulated in their contracts.

**III. POLICY:**

It is CareerSource Central Florida's policy to competitively procure all goods and services. The extent of competition will be consistent with the dollar amount, but in general, procurements will be conducted in an open manner, available to the public for response and all procurement decisions will be documented. In general, except for small purchases, all procurements will be publicly advertised and a minimum of three responses will be required in order to make a purchase. If fewer than three responses are received, and there is sufficient time before the good or service is needed, CareerSource Central Florida will attempt to obtain additional responses. After a public solicitation, if only one bid is received,

it will be evaluated under the rules governing sole source purchases and a cost analysis.

Procurements necessary for the day-to-day operation of CareerSource Central Florida and the one-stop career centers will be approved by the CareerSource Central Florida President/CEO or his/her designee as described herein. The CareerSource Central Florida President/CEO is authorized to approve contracts for goods, services or training, including (among others) on-the-job training, work experience, customized training and employed/incumbent worker training, for amounts of \$150,000.00 or less. Contracts involving CareerSource Central Florida Board members or their companies, however, must be approved by a minimum 2/3 vote of the Board, irrespective of the amount. Contracts for more than \$150,000.00 require approval by a majority of the Board.

All related party contracts under \$25,000 are required to be submitted to the Department of Economic Opportunity. Contracts valued at \$25,000 or more must be reported to DEO and, in addition, DEO must approve the contract prior to its execution.

These policies and procedures will also apply to all CareerSource Central Florida subrecipients purchasing goods and services with funds awarded by CareerSource Central Florida, except for governmental units subject to their own procurement guidelines or subrecipients that have submitted their procurement guidelines to CareerSource Central Florida for review and have received CareerSource Central Florida approval.

#### IV. DEFINITIONS

**Aggregate:** The total cost needed over the course of a program year. Breaking down an aggregate purchase into smaller units, which fall below the threshold for a bid or an approval requirement, is prohibited.

**Award:** Notice to a bidding contractor of acceptance of the submitted bid, RFP or RFQ.

**Bid:** A response to a formal invitation to submit a price for a good or a service.

**Blanket-Purchase Order (BPO):** A blanket purchase order or agreement is a simplified method of filling anticipated recurring needs for supplies or services by establishing charge accounts or credit with qualified vendors.

**Credit Card:** A CareerSource Central Florida corporate credit card or similar payment device issued to WCF.

**Price Comparison:** The collection of prices for the same or similar good or service.

**Proposal:** A response to a solicitation.

**Purchase Order (PO):** A commercial document issued by a buyer to a seller, indicating types, quantities, and agreed prices for products or services the seller



will provide to the buyer. Sending a PO to a supplier may constitute a legal offer to buy a product or service. A purchase order is a component of internal controls and follows an authorization process that begins with a Purchase Requisition.

**Purchase Requisition:** An authorization for the Finance Department to purchase or, if required, procure the good or service requested. It originates with the individual or department requesting the good or service and must be approved by the department's director making the request. It should contain a description and quantity of the goods or services to be purchased, the specific reason for the request, and a funding-source justification. The purchase requisition should not be changed by the Finance Department without obtaining documented approval from the originating department.

**Request for Proposal (RFP):** A publicly solicited request listing the technical requirements and specifications that must be met, along with criteria that will be used to evaluate the proposal. See Section 3C for dollar-threshold requirements.

**Request for Qualifications (RFQ):** A publicly solicited request to obtain information from potential vendors that meet desired qualifications. See Section 3C for dollar-threshold requirements.

**Sole Source:** Goods or services procured from one source without competitive procurement.

**Solicitation:** A publicly advertised RFP or RFQ issued by CareerSource Central Florida.

**Specifications:** A clear and accurate description of the goods and services to be purchased, including the technical requirements, quantities, and all requirements that must be fulfilled to secure the award.

## V. PROCEDURE

CareerSource Central Florida will adhere to procurement standards to ensure fiscal accountability and efficiency and to prevent fraud, waste and abuse. All procurements will have sufficient explanation so that anyone monitoring the file can readily ascertain its purpose, cost and justification.

### A. PROCUREMENT of GOODS and SERVICES

1. All purchases of goods and services, other than those described herein, will be initiated with a purchase requisition following an acceptable method of procurement as described in paragraph V.A.3. below. The department initiating the purchase must provide an estimate of the total number of units of a good or a service needed over the course of a program year. Breakingdown an aggregate purchase into smaller units that fall below the threshold

for a bid or approval requirement is prohibited. Purchase requisitions must be authorized by the appropriate approving authority.

- a) Purchase requisitions for office supplies will be submitted to the requesting individual's departmental Director for approval and then shall be forwarded to the Executive Coordinator for online ordering. Purchases are made in accordance with an acceptable method of procurement as described in paragraph V.A.3. All approved receiving packing slips are then forwarded to the Finance Department to match and verify with monthly invoices. Purchases of office furniture should follow the same steps noted above and be submitted to the Facilities Manager for purchasing.
- b) Purchase requisitions for copy machines, hardware, software, fax machines and other technology-based items must be submitted to the requesting individual's departmental director for approval and then be forwarded to the Chief Information Officer for purchase in accordance with an acceptable method of procurement as described in paragraph V.A.3.
- c) Purchase requisitions for all other goods or services over \$10,000 will be submitted to the departmental director for approval and, if approved, may be purchased in accordance with an acceptable method of procurement as described in paragraph V.A.3.
- d) Credit card purchases
  - 1) Less than \$1,000 does not require a purchase requisition but must be made and documented in accordance with an acceptable method of procurement as described in paragraph V.A.3.
  - 2) \$1,000 or more (Up to the limit of the staff's credit card) requires a purchase requisition and must be made and documented in accordance with an acceptable method of procurement as described in paragraph V.A.3.

**e) Exceptions**

- 1) Credit card purchases made by the President/CEO, vice presidents, or department directors for approved travel or while on travel status do not require a purchase requisition. However, upon return, the business justification for the purchase should be documented and made part of the file.
- 2) Parking fees and tolls incurred in-county or during out-of-county travel for business meetings do not require a purchase requisition. Additionally, a printout of the toll calculator from the applicable toll authorities' website can be utilized as documentation if receipts are not obtained.

- 3) Purchases for seminars and airfare and other travel-related costs are approved through a Travel Request form.
  - f) Purchases for all other goods or services above \$10,000 will be submitted to the departmental director for approval and then forwarded to the President/CEO or COO for approval. Purchases for more than \$150,000 require approval by the Board of Directors. Upon applicable approval, the goods or services may be purchased in accordance with an acceptable method of procurement as described in paragraph V.A.3.
  - g) All Purchase Requisitions need to include the funding source(s) to be charged for the good or service, the fund/account number and, if applicable, the state contract number. This also applies to purchases that will be cost allocated within or among funding sources. (This may be obtained from the Finance Department).
  - h) For purchase requests by CareerSource Central Florida One-Stop Centers:
    - 1) The center manager must send purchase requests to the Procurement Specialist in the Finance Department.
    - 2) The Procurement Specialist will ensure the purchase is in accordance with an acceptable method of procurement as described in paragraph V.A.3., complete the purchase requisition, and obtain appropriate signatures in accordance with approval threshold requirements.
    - 3) Once appropriate approvals are obtained for the Purchase Requisition, the Procurement Specialist will act on the pending request by providing the vendor with the CareerSource Central Florida's credit card information or payment method.
    - 4) The Procurement Specialist sends a confirmation to the center manager confirming the order has been placed.
2. Ordering and Receipt of Purchased Goods and Services
- a) An employee other than the employee who requested the good or service must receive the goods and services to verify the proper count, as well as sign and date the packing slip.
  - b) Discrepancies in ordered merchandise (short delivery/returned items) must be recorded on the packing slip and forwarded to the Finance Department for follow-up with the vendor.

- c) The Finance Department will compare the goods and services received (description, unit price, quantity) to the purchase requisition using the packing slip.
  - d) Copies of the purchase requisitions, purchase orders, and packing slips must be compared by the Finance Department to ensure that duplicate invoices are not paid.
  - e) Vendor statements will be analyzed monthly to ensure that all credits have been recorded by CareerSource Central Florida and the vendor.
3. Goods and/or services necessary for the conduct of the agency's business and to implement and operate programs will be procured using one of the following acceptable methods of procurement:
- a) **NONCOMPETITIVE PROPOSAL/SOLE SOURCE** — May be used when the award of the contract under competitive negotiation or small purchase procedures is not feasible.
    - i. In general, purchases will be awarded under noncompetitive negotiations only when it is appropriate, necessary and in the best interests of CareerSource Central Florida.
    - ii. Circumstances under which a contract may be awarded by noncompetitive negotiations are limited to the following: (1) the goods' or services' aggregate cost does not exceed the micro-purchase threshold; (2) the goods or services to be procured are available only from a single source; (3) organizational exigency or emergency where the urgency for the purchase will not permit the additional time needed for competitive solicitation; or (4) after solicitation of various sources, CareerSource Central Florida determines competition is inadequate.
    - iii. A failure to properly plan for procurement is not an emergency under these rules.
    - iv. In the event of an exigency or emergency, a competitive procurement must be initiated within two years after the purchase or procurement. In other instances where sole-source procurement was used for a purchase, an attempt to solicit the goods or services through competitive procurement must be initiated within three years after the procurement.
    - v. Sole-source procurements in excess of \$150,000 require a cost or price analysis.
    - vi. Sole Source/Emergency Procurement Authorization Exhibit details required information.

- b) **SMALL PURCHASES** – “Small Purchases” relate to procurement of goods and services for which the aggregate cost is \$150,000 or less. Small purchases do not require a formal request for proposals or bids. If required under applicable law, procurements under the small purchase threshold will be bid as so required.
- i. Purchases of up to \$10,000 in aggregate (micro-purchases) may be awarded without soliciting competitive quotations if CareerSource considers the price to be reasonable based on research, experience, purchase history, or other information and is documented accordingly. To the maximum extent practicable, the micro-purchases will be distributed equitably among qualified suppliers. A purchase requisition is required for micro-purchases.
  - ii. Purchases of \$10,000.01 to \$24,999.99 require at least two written quotes, and the written quotes will be attached to the purchase requisition or included in the procurement file for the purchase as appropriate. If the lowest-price item is not purchased, a written justification will be included in procurement file.
  - iii. Purchases of \$25,000 to \$150,000 require at least three written quotes, which will be documented and attached to the purchase requisition or included in the procurement file for the purchase as appropriate. If the lowest-price item is not purchased, a written justification will be included in the procurement file.
- c) **BIDS AND FORMAL REQUESTS FOR PROPOSALS** — Purchases over \$150,000 will be publicly advertised and a formal solicitation will be issued. The decision to issue a solicitation, along with the material elements of the solicitation, will be presented to the Executive Committee for approval. In such instances, the Board makes the final procurement decision. See CareerSource Central Florida’s Contracting Policy for specific requirements related to RFPs or other solicitations.
- d) Purchases made based upon prices established by a state contract administered by the State of Florida, Department of Management Services or cooperative purchasing contract administered by National Joint Powers Alliance (NJPA), will not require further procurement actions. When making a purchase based upon a price established by a state or NJPA contract, the contract number, year and title will be noted on the documents maintained for the CareerSource Central Florida procurement file.
- e) Purchases made based upon a procurement made by another unit of local government, or a public entity established by law, such as (among others): early learning coalitions, other regional workforce boards or the State of

Florida, will not require further procurement actions because these bodies

are subject to the same or similar procurement requirements as CareerSource Central Florida. When making a purchase based upon such a procurement, a copy of the procurement should be attached to the purchase requisition or the procurement file for that item as appropriate. If the item was a sole-source procurement, CareerSource Central Florida may not rely on the procurement unless it meets the Noncompetitive Sole Source requirements described above. CareerSource Central Florida may use this method provided the body has followed the same or similar procurement guidelines as CareerSource Central Florida and can provide appropriate backup documentation.

- f) CareerSource Central Florida staff initiating purchases will seek out any available discounts and credits.
- g) CareerSource Central Florida encourages the utilization of small businesses, minority-owned firms, labor surplus area firms, and women's business enterprises whenever possible.
- h) CareerSource Central Florida shall provide a preference to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States when procuring goods and services under Federal awards.
- i) When possible, CareerSource Central Florida may enter into state and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services and may use Federal excess and surplus property in lieu of purchasing new equipment and property.
- j) All procurement contracts and other transactions between CareerSource Central Florida and units of state and local governments using WIA funds must be conducted only on a cost reimbursement basis. No provision for profit is allowed. Any excess of revenue over costs incurred for services provided by a governmental or non-profit entity must be included in program income.
- k) CareerSource Central Florida will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. Costs or prices based on estimated costs for contracts are negotiated using the Federal cost principles.
- l) The cost plus a percentage of cost or percentage of construction costs methods of contracting shall not be used.
- m) For fixed amount subawards up to the Simplified Acquisition Threshold (\$250,000), prior approval from DEO will be obtained. Payments will be based on meeting specific requirements of the Federal award and

accountability is based on performance and results. The award amount will be negotiated using the cost principles as the guide. The Board will use cost, historical cost, or unit pricing data to establish the fixed amount award with assurance the sub-recipient will realize no increment above



actual cost. If the award is terminated before the completion of the project, the award amount will be adjusted. The sub-recipient will certify in writing to the Board at the end of the award that the project or activity was completed or the level of effort was expended. Prior written approval is required by the sub-recipient for changes in project leader or scope of effort.

- n) Awards will not be made to a debarred or suspended party. This is required to be verified for all sub-recipient contracts and for vendor contracts greater than or equal to \$35,000, or procurements of Federally- required audit services in any amount.

## **B. ITEMS REQUIRING STATE APPROVAL PRIOR TO PURCHASE**

The Finance Department will submit annually a request to the State of Florida to purchase items requiring prior grantor approval in accordance with 2 CFR 200 on the appropriate form pursuant to CareerSource Florida's Administrative Policy Number 87 (*Prior Approval Administrative Policy for Regional Workforce Boards*). For the remaining items that require prior approval and which are not on the annual form, CareerSource Central Florida will complete and submit to DEO the "Prior Approval Request Form" prior to incurring expenditures. The request for approval must be followed by an appropriate procurement.

## **C. COST PRICE ANALYSIS**

1. A cost or price analysis must be performed in connection with every procurement in excess of the Simplified Acquisition Threshold. Cost and price analyses will help ensure that:
  - a) Public funds are spent economically and the cost is reasonable.
  - b) The funds expended are appropriate in relation to the need for the service.
  - c) Vendors provided the best services at the most favorable prices.
2. An annual price analysis to document reasonableness may be conducted for goods and services ordered on an ongoing basis. In lieu of a price comparison for each purchase, an annual price analysis will be prepared for goods and services purchased on a regular basis to operate the organization. An annual estimate will be made of the value of the items to be ordered, and the proper procurement in accordance with section V.A.3. will be completed based upon the aggregate amount estimated to be necessary.
3. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement.

See CareerSource Central Florida's Accounting Policies and Procedures for details on lease and purchase analysis.

#### **D. ETHICAL CONSIDERATIONS IN PROCUREMENT**

- 1) CareerSource Central Florida has adopted a code of conduct related to the conduct of procurements, which is contained in CareerSource Central Florida's Contracting Policies and Procedures. CareerSource Central Florida Board of Directors and staff must comply with state and federal rules and regulations governing the conflict of interest and appearance of conflict of interest in the procurement process.
  - a) Regardless of the type of procurement, if CareerSource Central Florida desires to enter into a contract with an organization or individual represented on the Board of Directors, the contract must be approved by a two-thirds vote of the Board members present, a quorum having been established, and the Board member who could benefit financially from the transaction must declare a conflict and abstain from voting on the contract. Board members must disclose any such conflicts in accordance with the requirements of the Florida law and complete appropriate conflict-of-interest forms. All related party contracts under \$25,000 are required to be submitted to the Department of Economic Opportunity. Contracts valued at \$25,000 or more must be reported to DEO and, in addition, DEO must approve the contract prior to its execution.
  - b) Board members and the CEO/President will complete financial disclosure forms required by the state of public officers on an annual basis.
  - c) The following are prohibited in connection with any solicitation:
    - i. Acceptance or payment of gratuities, kickbacks.
    - ii. Providing confidential procurement information not made available to the general public.
    - iii. Improper communications between CareerSource Central Florida and any proposer (or its agents or representatives)
    - iv. Collusion or noncompetitive pricing practices between proposers.

#### **E. AUTHORIZATION TO APPROVE PROCUREMENT ACTIONS, TERMINATE CONTRACTS AND TO SIGN CONTRACTS**

The CareerSource Central Florida President/CEO, or the COO when the President/CEO is unavailable, is authorized to terminate contracts, sign contracts, approve sole-source procurements and take such other actions as necessary or appropriate to ensure uninterrupted business operations.

## **F. EMERGENCY PROCUREMENT ACTION**

In an emergency, the President/CEO may make exceptions to these Procurement Policies and Procedures provided that (i) an explanation of the emergency and the specific exceptions made are fully documented in the procurement file within three business days after the purchase or procurement, (ii) the President/CEO notifies the Board chairperson of the emergency declaration and exceptions within three business days after the purchase or procurement, (iii) no exceptions may be made in contravention of applicable law, and (iv) no exceptions may be made for any purchase or procurement requiring approval by the Executive Committee of the Board or by the Board of Directors.

## **G. RECORDKEEPING**

The Procurement Specialist will maintain a history of the procurement. Records will include mailing lists, the rationale for the method of procurement, the selection process, responses, solicitations, contract type, communications including rejection notices, the basis for the agreement price and the selection or rejection of the award and any other pertinent information. Documents may be attached to the purchase requisition or the procurement file as appropriate. All records shall be maintained for a period of seven years following final payment and closure of all pending matters (or longer, if required by applicable law).

## **VI. NON-EMERGENCY EXCEPTIONS**

Non-emergency exceptions to this policy must be approved in writing by the President/CEO and Board chairperson provided that (i) an explanation of the specific exceptions must be fully documented in the procurement file within three business days after written approval regarding the exceptions, (ii) no exceptions may be made in contravention of applicable law, and (iii) no exceptions may be made for any purchase or procurement requiring approval by the Executive Committee of the Board or by the Board of Directors.

## **VII. EXHIBITS**

Purchase Requisition (Formstack Forms A & B)  
Purchase Order (sample)  
Conflict of Interest  
Prior Approval Request Form – Other Individual Items  
Sole Source / Emergency Procurement Authorization  
Table of Authorities

# CAREERSOURCE CENTRAL FLORIDA

## **Form A: Purchase Request for Micro Purchases**

Purchases of up to \$10,000 in aggregate (micro-purchase) may be awarded without soliciting competitive quotations if CSCF considers the price to be reasonable based on research, experience, purchase history, or other information and is documented accordingly. To the maximum extent practicable, the micro-purchases will be distributed equitably among qualified suppliers. If applicable, this Formstack is required. If your purchase exceeds \$10,000, please refer to “Form B: Purchase Request for Small Purchases”.

<https://cscfit.formstack.com/forms/forma>

## **Form B: Purchase Request for Small Purchases**

Purchases greater than \$10,000 and up to \$150,000 are considered small-purchases, and may be awarded using “Form B: Purchase Request for Small Purchases.” If applicable, “Form B: Purchase Request for Small Purchases” is required. The below table provides the requirements for using this form in regards to applicable purchase thresholds.

<https://cscfit.formstack.com/forms/formb>

**WORKFORCE CENTRAL FLORIDA**

707 Mendham Blvd., Suite 250  
 Orlando, FL 32825  
 (407) 531-1222 Ext  
 Finance Department



12-EN-4773

**REQUISITION**

<p><b>Vendor :GOVCONNECTION</b>   <b>GOVCONNECTION, INC</b>                  BOX 81018                  WOBURN, MA 01813-1018</p>	<p><b>Ship-to-Address</b>                  707 Mendham Blvd., Suite 250                  Orlando, FL 32825                  (407) 531-1222 Ext                  Finance Department</p>
<p><b>Document Information</b></p> <p>Document Date 10/04/2012                  Required Date 10/14/2012                  Prepared By SEAN WORRELL                  Workflow ID PO - CEO                  Status Submitted to Accounting                  Description Renewal for Mendham Barracuda Webfilter Covers 10-7-2012 to 10-7-2013</p>	<p><b>Certification</b> 3 Documents Quotes Required  <b>Benefit Need</b> Renewal  <b>Terms</b> 30 day terms</p>

**Comments :** This PO is to renew WCF's current Barracuda's support for its Webfilter 410 appliances. These appliances provide safe web browsing for the Mendham and Osceola County Offices. This support agreement covers the units due to hardware failure and allows WCF to receive the latest updates from Barracuda. The selection of this vendor has been made based on price. The attachment contains Quotes Conflict of interest form Debarment list clearance

Qty	Unit Type	Account Information	Item Number	Item Description	Unit Price	Total
1	EA	7365 003 12 0620 950 000000 90	N/A	Renewal for Mendham Barracuda Webfilter Covers 10-7-2012 to 10-7-2013	3,822.00	3,822.00

**Total : \$3,822.00**

Approval Information		
PAMELA NABORS	Document Approved	10/04/2012 1:01 PM
SEAN WORRELL	Submitted for Approval	10/04/2012 9:26 AM
KAMEEL ABDURRA	Document Approved	10/04/2012 9:02 AM
SEAN WORRELL	Submitted for Approval	10/04/2012 8:43 AM
SEAN WORRELL	Submitted for Approval	10/04/2012 8:42 AM

This Purchase Order Authorizes the purchase of the items or services in the quantities and the amounts specified above by the purchaser identified above on the presentation of proper identification at time of purchase.

The Purchase Order # must appear on billing invoices, packages.

Billing of the purchase must be submitted to the address shown above.

Workforce Central Florida is exempt from payment of Sate sales tax under Exemption # 85-8012538360C-9



## Conflict of Interest Statement

Solicitation: \_\_\_\_\_

I acknowledge that I have been appointed to conduct reviews of proposals/bids received under the solicitation cited above. I have been briefed about my responsibilities relating to conflict of interest.

I attest that I do not have any conflict of interest with any proposers/bidders that have responded to this procurement. In addition, I know of no conflict of interest due to financial gain of any of my immediate family members. If during the course of reviewing the proposals/bids received in response to this solicitation, I become aware of an actual or possible conflict of interest, I will notify my immediate supervisor and the person managing this procurement and seek his/her advice on withdrawing from the review.

Finally, if anyone outside the official review chain seeks information about the procurement, I will not supply any information but will refer him/her to the person managing this procurement action.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



Department of Economic Opportunity (DEO)
Prior Approval Request Form

For the Equipment and other capital expenditure cost items, this prior approval request form must be used for any expenditure that meets the lesser of the capitalization threshold established by the requestor or \$5,000. It is also used for all other prior approval requests not authorized by the annual prior approval available for a specific period.

TO: DEO Financial Management

Request Date: [ ]

LWDB Number: # 12 [ ]

Name of Requesting Entity: Central Florida Regional Workforce Development Board [ ]

Local Capitalization Threshold: \$ 5,000 [ ]

Prior Approval for: [ ]

Total Amount Requested: Not to Exceed [ ]

Is this a request for retro-active approval? Yes [ ] No XX
If yes, enter action date: [ ]

Narrative Summary:

Cost Summary:

Proposed Funding Source:

Additional Information:

[Include any additional information, research or other comments you feel necessary for DEO to complete an analysis of this approval request. For example, if purchasing new equipment,

*please explain if any existing equipment will be traded or disposed and if any proceeds from sale of existing equipment will be utilized in the purchase.]*

ADDITIONAL INFORMATION Yes **XX** No   
ATTACHED:

**Certification Statement:**

**PLEASE NOTE THAT TRANSMISSION OF THIS REQUEST FORM TO DEO INDICATES YOUR ACKNOWLEDGEMENT OF APPLICABLE PURCHASING POLICIES AND/OR PROCUREMENT STANDARDS FROM THE OMB CIRCULARS OR OTHER PROGRAM GUIDELINES. TRANSMISSION OF THIS REQUEST FORM TO DEO ALSO INDICATES COMPLIANCE WITH THE ABOVE-MENTIONED STANDARDS.**

Name/Title of Requestor  
Representative:

Date Signed:

**NOTES:**

Any approval authorized by DEO is only applicable to funding that DEO provides directly to the DEO sub-recipient.

**All approval notifications will be communicated by e-mail to sub-recipient.**

DEO's granting of prior approval is given based on the limited facts presented as justification for the proposed expenditure. In the event that the actual expenditure is not in accordance with the facts presented or OMB requirements, the expenditure can still be questioned or disallowed. Factors affecting this include, but are not limited to:

- Inadequate documentation;
- Failure to follow internal, state, or federal policies;
- Expenditure is not necessary and reasonable or
- Failure to comply with applicable federal law or regulations.



## Invoice Packet Cover Sheet

<b>Tracking Number:</b>		<b>Contract or Purchase Order Provided:</b>	
<b>Date Packet Provided:</b>		<b>AWI Review Complete:</b>	

**General instructions:**

- Complete the above table by providing the requested information.
- Include a copy of the contract, including the scope of work, budget forms, determination checklist, and any contract amendments. If a copy has been provided with a previous invoice packet, do not provide an additional copy.
- Attach all supporting documentation for the invoice, including submitted deliverables, receipts, etc.

<b>Payment Due Date</b>	
<b>Procurement Source</b>	
<b>Vendor/Provider Name</b>	
<b>Vendor/Provider Invoice Number</b>	
<b>Funding Source</b>	
<b>Amount</b>	
<b>Justification</b>	
<b>Purpose of Payment</b>	

CareerSource Central Florida

**SOLE SOURCE / EMERGENCY PROCUREMENT AUTHORIZATION**

**Name and address of vendor / contractor to be used for sole source or emergency procurement:**

**Description of supplies and/or services required:**

**Justification for sole source or emergency procurement:** *(For sole source procurement, clearly document both that the award/purchase is infeasible under small purchase procedures, sealed bid or competitive proposal and the vendor/contractor is the only source available for this type of services and/or supplies. Describe the actions taken to find another source. For emergency procurement, identify the physical emergency that threatens the safety or well-being of the agency or participants.)*

**Prepared by:**

**Approved by:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Typed Name & Title**

\_\_\_\_\_  
**Typed Name & Title**

Date

Date

### TABLE OF AUTHORITIES

The Board reviews, approves, and establishes the authority levels for property and procurement processes and procedures. The authority levels are as follows:

Position	Check Signers*	Purchase Requisition/ Order	Issue RFP/RF Q	Approve Selection of Contractor	Sign Contract & Amendment
President/CEO	Authorized	\$150,000	\$150,000	\$150,000	Authorized
VP/COO**	Authorized	\$150,000	\$150,000	\$150,000	Authorized
VP/CFO	None	\$10,000	None	None	None
Department VP's	Authorized	\$10,000	None	None	None
Board Chair	Authorized	N/A	N/A	N/A	Inform
Board	None	N/A	N/A	Over \$150,000	Inform

\* Checks of \$10,000 or more require two original signatures. For checks of \$100,000 or more, requires written approval from the Board Chair. Approval from the Board Chair is not required for recurring monthly employee benefits disbursements, participant individual training accounts (ITA), and participant work experience expenditures.

\*\* Approval authorities are based on "as designee" by the President/CEO.

Note: Approval authorities are up to the amounts listed in the table (i.e., amounts less than).



## **CONTRACTING POLICIES AND PROCEDURES**

Effective Revised:



## OFFICIAL POLICY DOCUMENT

**Department: Finance**

**Revised:**

**Policy Name: Contracting Policies and Procedures**

**Date Effective: Last**

**Review Date:**

**Approved by:** \_\_\_\_\_  
**President/CEO**

\_\_\_\_\_  
**Date**

### **I. PURPOSE**

To outline policies and procedures relating to contracting of goods or services for and on behalf of CareerSource Central Florida, including bids and formal requests for proposals, to ensure proper management and oversight, accountability and efficiency, and for the prevention of waste, fraud and abuse, **and to avoid acquisition of unnecessary or duplicative items.**

### **II. APPLICATION**

This policy applies to all CareerSource Central Florida contracted purchases of goods and services.

### **III. POLICY**

It is CareerSource Central Florida's policy to competitively procure all goods and services in accordance with the purchasing procedures outlined in the Procurement Policies and Procedures (effective 7/1/15). Purchases over \$150,000.00 will be publicly advertised and a formal request for bids, proposals, or quotations will be issued.

The CareerSource Central Florida President/CEO is authorized to approve contracts for goods, services or training, including (among others) on-the-job training, workexperience, customized training and employed/incumbent worker training, for amounts of \$150,000 or less. Contracts involving Board members or their companies, however,

must be approved by a minimum 2/3 vote of the Board, irrespective of the amount. Contracts over \$150,000 require approval by a majority of the Board. All related party contracts under \$25,000 are required to be submitted to the Department of Economic Opportunity. Contracts valued at \$25,000 or more must be reported to DEO and, in addition, DEO must approve the contract prior to its execution.

All contracted goods and services (vendor and sub-recipient agreements) procured will follow the policies and procedures outlined below.

#### **IV. DEFINITIONS**

Aggregate: The total cost needed over the course of a program year. Breaking down an aggregate purchase into smaller units, which fall below the threshold for a bid or an approval requirement, is prohibited.

Allocable: A cost is allocable to a particular cost objective, such as a grant, contract, project, service or other activity, in accordance with the relative benefits received. A cost is allocable to a Federal award if it is treated consistently with other costs incurred for the same purpose in like circumstances and if it is incurred specifically for the award, benefits both the award and other work and can be distributed in reasonable proportion to the benefits received, or is necessary in the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

Allowability: To be allowable under an award, costs must be reasonable for the performance of the award and be allocable to it under the 2 CFR 200 cost principles and conform to any limitations or exclusions set forth in the principles or in the award as to the type or amount of cost items.

Award: Notice to a bidding contractor of acceptance of the submitted bid, RFP or RFQ.

Bid: A response to a formal invitation to submit a price for a good or a service.

Board: The duly-constituted board of directors of CareerSource Central Florida, acting with a quorum.

Contract: A legally binding agreement between two or more parties. Contracts do not necessarily need to be in writing to be enforceable.

Cost analysis: A review and evaluation of each element of cost to determine reasonableness, allocability and allowability, as required under applicable laws and regulations.

Cost estimate: An estimate of the anticipated costs of a procurement prepared by staff prior to issuance of the solicitation that serves as a benchmark in reviewing the budgets submitted by the proposers.

Price Analysis: A comparison of prices for similar goods/services to evaluate the relative value or benefit to CareerSource Central Florida. Price analysis may be accomplished in various ways, including comparison of price quotations submitted, market prices and similar information, along with discounts, rebates or other factors that affect net prices.

Proposal: A response to a solicitation.

Proposer: A person or entity that submits a formal response to a solicitation. As the context requires, a proposer may include a person or entity interested in a solicitation but does not ultimately submit a proposal.

Reasonable and necessary: A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration will be given to whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization and/or the performance of the award.

Request for Proposal (RFP): A publicly solicited request issued by CareerSource Central Florida listing the technical requirements and specifications that must be met, along with the criteria that will be used to evaluate the proposal.

Request for Qualifications or Quote (RFQ): A publicly solicited request issued by CareerSource Central Florida to obtain information from potential vendors that meet desired qualifications.

Solicitation: A publicly advertised RFP or RFQ issued by CareerSource Central Florida.

Sole Source: Goods or services procured from one source without competitive procurement.

Specifications: A clear and accurate description of the goods and services to be purchased, including the technical requirements, quantities and all requirements that must be fulfilled to obtain the award.

Subrecipient: A nonfederal entity that receives a subaward from a passthrough entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Contractor/Vendor: A dealer, distributor, merchant or other seller providing goods or services required for the conduct of a project or program under a Federal award.

## **V. PROCUREMENT PROCEDURES**

### **A) BIDS AND FORMAL REQUESTS FOR PROPOSALS**

Purchases over \$150,000 will be publicly advertised and a formal solicitation will be issued. The decision to issue an RFP or RFQ for purchases over \$150,000, along with the solicitation's material elements, will be presented to the Board for approval. In such instances, the Board that makes the final procurement decision. The following will apply to all formal solicitations:

- i. CareerSource Central Florida will maintain a list of previous and prospective proposers who have asked to be included on the proposer/bid list for various types of goods and services. CareerSource will ensure all prequalified lists of persons, firms, or products which are used are current and potential bidders will not be precluded from qualifying during the solicitation period. Qualified small and minority businesses and women's business enterprises will be



included on solicitation lists. When CareerSource Central Florida issues a formal solicitation, these proposers will, if practicable, be notified that CareerSource Central Florida is seeking goods or services. Official notices will be posted on CareerSource Central Florida's website and be published in at least one newspaper of general circulation. CareerSource Central Florida will accept proposals based upon the terms and conditions of the solicitation. The solicitation will indicate the deadline for proposals.

- ii. A preliminary cost estimate will be prepared and documented in the procurement file prior to issuance of a solicitation. (See Exhibit)
- iii. In general, CareerSource Central Florida will take care to avoid unnecessary or unreasonable requirements in preparing solicitations. Examples include the following:
  - a) Unreasonable requirements to qualify to do business.
  - b) Unnecessary experience or excessive bonding.
  - c) Unnecessary or excessive insurance or indemnity requirements.
  - d) Noncompetitive consultant-retainer contracts.
  - e) Specification of a brand name or the description of a good or service in a manner that unreasonably restricts possible offers.
  - f) Overly restrictive specifications.
  - g) Arbitrary steps in the procurement process.
- iv. CareerSource Central Florida shall provide a preference to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States when procuring goods and services under Federal awards.
- v. Elements of the request for proposal or bid should include the following (as applicable):
  - a) Contract period
  - b) Clear description of goods or services requested
  - c) Funding source(s)
  - d) General requirements and conditions
  - e) Technical requirements in terms of functions to be performed or performance required, including a range of acceptable standards
  - f) Experience, qualifications, and capacity
  - g) Required performance metrics, if applicable
  - h) Cost
  - i) Specific features of – brand-name or equal descriptions
  - j) Timelines
  - k) Evaluation process and criteria
  - l) Assurances and certifications
  - m) Preference for ecologically sound and energy-efficient products
  - n) Appeal process
- vi. When developing the scope of work for the RFP, CareerSource Central Florida will take into consideration the updates to 2 CFR 200 that focus on improving the selection process and shifting the focus to the balance between performance and compliance. Specifically, 2 CFR 200 states that the program outlined in a scope of work must be designed with clear goals and objectives that facilitate the delivery of meaningful results. Program performance should be measured based on the goals and objectives developed during program planning. The program

must align with the strategic goals and objectives within the Federal awarding agency's performance plan and should support that awarding agency's performance measurement, management, and reporting.

Additionally, when reviewing RFPs CareerSource Central Florida will select the recipients most likely to be successful in delivering results based on program objectives by performing a risk evaluation. A risk evaluation may consider factors such as:

- Financial stability
- Quality of management systems
- History of performance
- Audit reports and findings, and
- Ability to effectively implement requirements

vii. The following are prohibited in connection with any solicitation:

- a) Acceptance or payment of gratuities, kickbacks.
- b) Providing confidential procurement information not made available to the general public.
- c) Improper communications between CareerSource Central Florida and any proposer (or its agents or representatives).
- d) Collusion or noncompetitive pricing practices between proposers.

- viii. Proposals submitted are received by the Procurement and Contracts Manager and must be stamped with date and time of receipt. The Procurement and Contracts Manager must also create a log and document each response with its arrival date and time. The log will become part of the procurement package.
- ix. Proposal evaluation criteria will be included within the solicitation. Rating criteria include, but are not limited to, the following:
  - a) Proposer's financial capability. (If applicable, proposers will be required to attest that their books and records are kept in accordance with generally accepted accounting principles.)
  - b) Reasonableness of all costs.
  - c) Proposer's ability to meet performance goals.
  - d) Proposer's record of past performance in the delivery of similar goods or services.
  - e) Proposer's experience.
- x. Proposals will be reviewed by staff for responsiveness. Nonresponsive proposers will be notified in accordance with the terms of the solicitation.
- xi. If anyone outside the official procurement review chain seeks information about a particular procurement, that person will not be given any information, but will be referred to the CEO/President for action consistent with the Florida Public Records Act (Florida Statute 119).
- xii. Once a solicitation is issued, proposers (including persons or entities representing a proposer) are prohibited from contacting the Board or CareerSource Central Florida employees about the procurement, except for the designated CareerSource Central Florida contact person for the solicitation. Where such inappropriate contact occurs, it will be referred to the CEO/President. Violation of this provision may be grounds for rejecting a proposal.
- xiii. The President/CEO or designee will assemble a review committee to evaluate and rank proposals. Generally, review committees may consist of staff, subject-matter experts from the community, and/or Board members who volunteer to serve in that capacity.
- xiv. Prior to a CareerSource Central Florida employee or review committee member participating in any stage of the procurement process including (among others) development of specifications, scope of work, answering procurement questions or evaluating proposals the CareerSource Central Florida employee or review committee member will certify that a conflict of interest is not present by completing a Conflict of Interest form (See Exhibit).
- xv. Proposers may submit questions regarding procurement during the period identified in the solicitation via e-mail to the Procurement and Contracts Manager and/or identified staff.
- xvi. A cost or price analysis will be made and documented in the procurement file in connection with every purchase in excess of the Simplified Acquisition

Threshold. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability. (see Exhibit)

- xvii. Proposals to serve WIA Youth must be presented to the CareerSource Central Florida Youth Committee, which will make recommendations as to funding and selection to the Board.
- xviii. Other proposals for program services must generally be presented to the oversight committee for that good or service.
- xix. Where applicable, (see Part III, Policy), recommendations from the CareerSource Central Florida committees will be submitted for consideration to the Board, which makes the final selection and approval determinations.
- xx. The Procurement and Contracts Manager is responsible for the following:
  - a) Ensuring that procurement transactions are conducted in a manner consistent with applicable policies and procedures.
  - b) Ensuring that procurement transactions are adequately documented. At minimum, documentation should include the basis for vendor selection; justification for lack of competition when competitive proposals are not obtained; and basis for award cost or price and disclosure of any conflict of interest.
  - c) Ensuring a price or cost analysis has been prepared to determine reasonableness and that the cost is allowable.
  - d) Creating and maintaining a procurement file that includes (but which is not necessarily limited to):
    - o RFQ/RFP
    - o Proof of public notice
    - o Correspondence related to notification of prospective bidders and/or bidder list
    - o Proposals submitted
    - o Procurement log
    - o Evaluation documentation
    - o Conflict of Interest Statement
    - o Debarment list clearance (if applicable)
    - o Minutes of committee and Board approval (if applicable)
    - o Correspondence related to notification of awards
  - e) Coordinating with the requesting staff in overseeing the management of contracts and follow-up correspondence.
  - f) Maintaining all records for a period of five years following final payment and termination or expiry of the contract awarded.
  - g) All procurement files will be maintained in electronic form. For all procurements \$50,000 or more CareerSource Central Florida, will maintain all files in both electronic format and hard-copy format on-site at the CareerSource Central Florida administration office in a centralized Finance Department file room for a minimum of two years.

**B) APPEAL PROCEDURE FOR PROCUREMENT ACTIONS (OPTIONAL UNLESS REQUIRED UNDER APPLICABLE LAW OR OTHERWISE DETERMINED BY PRESIDENT/CEO)**

If required under applicable law, solicitations will include a right to appeal for proposers who are not selected for an award. Otherwise, whether a particular solicitation includes a right to appeal will be in the business judgment of the CareerSource Central Florida President/CEO. There will be no right of appeal unless the solicitation specifically provides for it. If a right of appeal is included in a solicitation, the following steps and process will apply (except as may be otherwise required under applicable law or otherwise provided in the solicitation):

- i. Submit a letter to the President/CEO of CareerSource Central Florida within 3 business days after the date of the notification of intent to award contract to another proposer stating that an appeal of the contract award is being filed and the specific reasons for that appeal based on one or more of the criteria below:
  - a) Clear and substantial error or misstated facts by the rating team upon which the decision was made.
  - b) Unfair competition or conflict of interest in decision-making process.
  - c) Any illegal or improper act or omission in connection with the solicitation or selection of the proposer.
  - d) Other grounds that may substantially alter CareerSource Central Florida's award decision.

The CareerSource Central Florida President/CEO will review the appeal and respond within 10 business days after receipt of the letter from the aggrieved proposer.

- ii. If the aggrieved proposer is not satisfied with the President/CEO's response, the proposer may appeal to the CareerSource Central Florida Executive Committee by sending a written request by certified mail, within 15 days after proposer's receipt of the President/CEO's response, to:

Chair, CareerSource Central Florida Executive Committee  
390 N. Orange Avenue, Suite 700  
Orlando, Florida 32801

The appeal will be scheduled to be heard at a time and place set by the Executive Committee Chair within 30 days after receipt of proposer's request. The meeting will be advertised and open to the public in accordance with applicable law. Decisions by the CareerSource Central Florida Executive Committee are final.

An appeal will not prevent CareerSource Central Florida from conducting contract negotiations and implementation of tasks with the prevailing proposals if it is in the best interests of the organization to do so.

FAILURE TO FILE A PROTEST WITHIN THREE (3) BUSINESS DAYS AFTER THE DATE OF NOTIFICATION OF INTENT TO AWARD THE CONTRACT WILL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO APPEAL.

## **VI. CONTRACT ADMINISTRATION**

### **A) SUBRECIPIENT OR VENDOR/CONTRACTOR DETERMINATIONS**

CareerSource Central Florida staff will evaluate the substance of each relationship to determine whether the features represent a vendor or subrecipient relationship. The Subrecipient and Vendor Determination Checklist will be completed by CareerSource Central Florida staff in distinguishing between subrecipient and vendor relationships (see attachment).

Federal regulations outline five characteristics that are indicative of a subrecipient relationship and five characteristics indicative of a vendor relationship. (2 CFR 200.331)

A subrecipient often:

1. Determines who is eligible to receive Federal financial assistance;
2. Has its performance measured against whether the objectives of the Federal program are met;
3. Has responsibility for programmatic decision making;
4. Has responsibility for adherence to applicable Federal program requirements specified in the Federal award; and
5. Uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the passthrough entity.

Payments received for goods or services provided as a subrecipient are considered Federal awards and are subject to audit. Treating a subrecipient as a vendor is not permissible and does not remove audit requirements for Federal awards. Where Federal awards are not audited properly, Federal awarding agencies and pass-through entities are required to take appropriate action as provided in §200.339 Remedies for noncompliance.

A vendor often:

1. Provides goods and services for normal business operations;
2. Provides similar goods or services to many different purchasers;
3. Normally operates in a competitive environment;
4. Provides goods or services that are ancillary to the operation of the Federal program; and
5. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

In most cases, the CareerSource Central Florida's compliance responsibility for vendors is only to ensure that the procurement, receipt and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal

awards. Federal award compliance requirements normally do not pass through to vendors. However, the CareerSource Central Florida is responsible for ensuring compliance for procurement transactions which are structured such that the vendor is responsible for program compliance or the vendor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

Substance of the relationship.

2 CFR 200.331 discusses the use of judgment in making subrecipient and vendor determinations. Those regulations state:

In determining whether an agreement between a passthrough entity and another nonfederal entity casts the latter as a subrecipient or a vendor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the passthrough entity must use judgment in classifying each agreement as a subaward or a procurement contract.

The following indicators of subrecipient and vendor relationships established by USDOL One-Stop Comprehensive Financial Management Technical Assistance Guide (July 2011) provide further guidance:

<b>Factor</b>	<b>Vendor</b>	<b>Subrecipient</b>
Activity	Sell deliverables (goods/services)	Provide services
Assistance Arrangement	Buyer-seller	Financial assistance to operate a program
Closeout Package	Final invoice	Comprehensive
Control	Control is outcome focused	Control is on process
Development Costs	Absorbed	Controlled
Extent of Flexibility	Bound to adhere to specific contract terms	Latitude to make decision within terms of agreement
Federal Rules	N/A	Compliance
On-the-Job Training	Subgrantee developed (direct employer award)	Award to broker
Payment Basis	Is paid for specific deliverables	Is paid for services whether expensed as a deliverable or not
Product	Specific outcomes	Operate a program
Performance Measured	Against the specific requirements of contract	Against the performance outcomes of the financial assistance award
Product Development	Develops product and delivers from inventory	Controls development
Public Policy	Contract specific clauses	Standard statement of assurances
Purpose of the Award	To provide specific goods or services	To carry out a program goal

Receipt of Funds	Number of items delivered	Costs incurred
Risk	Risk to vendor	Share risk with awarding agency
Type of Training Referral	Slotting on an individual referral basis	Filling a class-sized training program
Type of Market	For sale within normal business operation; existing product tailored to the program solicitation	Customized for specific program purposes
Type of Product	Provide specific product or service ancillary to the Federal program	Design a program to meet a broader goal such as performance outcomes

CareerSource Central Florida will use the characteristics above to distinguish between vendors and subrecipients. However, it is not expected that all characteristics will be present in all cases. The substance of the relationship is more important than the form of the agreement.

## **B) CODE OF CONDUCT**

No CareerSource Central Florida Board member or officer, or employee or authorized agent of CareerSource Central Florida, will participate or cast a vote in the selection or award of a contract supported by CareerSource Central Florida funds if a conflict of interest, real or apparent, is involved. Such conflict shall arise when: a) the member, officer, employee or authorized agent; b) any member in his/her immediate family; c) his or her domestic or business partner; or d) an organization to which he/she belongs or employs any of the foregoing has a financial or other interest in the firm selected for an award or is associated with a vendor or service provider in a manner that would tend to create a real or apparent conflict.

## **C) BOARD OF DIRECTORS CONTRACTING RULES**

In accordance with CareerSource Florida Inc.'s guidance (*Modifications to Workforce Florida Inc. Contracting Policy*, May 2012) (CareerSource Florida Contract Guidance), CareerSource Central Florida will not enter into a contract with one of its own Board members, with an organization represented by its own Board member or with any entity where a Board member has any relationship with the contracting vendor/subrecipient.

At the Board's discretion, the following may be exempted from the above paragraph:

- a) A contract with an agency (as defined in Florida Statute 112.312[2], including, but not limited to, those statutorily required to be board members) when said agency is represented by a Board member and said member does not personally benefit financially from such contracts;
- b) A contract with a Board member or a vendor (when a Board member has any relationship with the contracting vendor) when the contract relates to the member's appointment to the board under Pub. L. No. 113-128, ("Workforce Innovation and Opportunity Act").



- c) A contract with a member receiving a grant for workforce services under Federal, state or other governmental workforce programs.
- d) A contract between a Board and a Board member which is not exempted under paragraphs (a), (b) or (c) where the board documents exceptional circumstances and/or need and the Board member does not personally benefit financially from the contract. Based upon criteria developed by CareerSource Florida Inc., the Florida Department of Economic Opportunity shall review the Board's documentation and assure compliance.

Each contract which is exempted from the general prohibition in the paragraph above must meet the requirements set forth in WIOA "conflict of interest" provisions.

### **Rules Regarding Contracting with a Board Member**

#### **Definitions:**

*"has any relationship with the contracting vendor"* means the member is an owner or a principal of the vendor, or a principal of the vendor has retained the member, or the parent organization or subsidiary of a corporate principal of the vendor has retained the member or a member's known relative or member's business associate is an owner of the vendor. For purposes of this policy, vendor, contractor and subrecipient are the same.

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

*Additional definitions are in Part I (Definitions) of CareerSource Florida Inc. Contracting Guidance.*

The Board must comply with all requirements of section 445.007, Florida Statutes, prior to contracting with a Board member or other person or entity that could benefit financially from a contract (as defined above). These requirements are:

- a) All contracts between CareerSource Central Florida and a Board member or other person or entity who may benefit financially from a contract (as defined above) 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 abstains from voting due to conflict of interest will not be counted towards the quorum.
- b) The fact that a Board member or other person or entity could benefit financially from the contract (as defined in CareerSource Florida Inc.'s Contract Guidance) must be disclosed in the meeting, and made part of the minutes of the meeting before the vote is taken. The Board member's absence from the meeting does not relieve the Board from the disclosure and 2/3 vote requirements. All other known conflicts must be disclosed before the vote. If a board member or

employee discovers a conflict of interest after the vote, then the conflict must be disclosed in a procedure consistent with section 112.3143(4)(b), Florida Statutes. Board members who could benefit financially from the contract or who have any relationship with the contracting vendor (as defined in CareerSource Florida Inc.'s Contract Guidance) must abstain from voting on the contract. A Board member's designee cannot vote in the place of a Board member who is required to abstain.

- c) Board contracts (i.e., contracts with Board members) equal to or greater than \$25,000 shall not be executed prior to the written approval of the Department of Economic Opportunity ("DEO").
- d) CareerSource Central Florida must submit all contracts equal to or greater than \$25,000 with Board members or other persons or entities who could benefit financially from the contract to the Department of Economic Opportunity ("DEO") along with documentation, as specified by CareerSource Florida Inc.'s Contract Guidance, demonstrating compliance with section 445.007, Florida Statutes.
- e) A contract under \$25,000 between CareerSource Central Florida and a member of the Board or between a relative of a Board member or of an employee of the Board is not required to have the prior approval of DEO but must be approved by a two-thirds vote of the Board, a quorum having been established, after full disclosure with the member's abstention and must be reported to DEO within 30 days after approval.
- f) Contracts with a Board member or other persons or entities whom could benefit financially from the contract (as defined the CareerSource Florida Inc Contract Guidance) in which the Board is receiving monies or other compensation (such as a Board member paying rent to the Board or paying for Board services) are exempt from this policy.
- g) The term "contract" includes the initial contract and all amendments, renewals, or extensions. Renewals or extensions of contracts with a Board member or persons or entities who could benefit financially from the contract must be approved under the same procedure as if the renewal or extension were an original contract. Any amendments to a contract which could benefit financially a Board member or another person or entity (as defined in the CareerSource Florida Inc. Contract Guidance) must be approved under the same procedure as if the amendment were an original contract. Any amendments which do not benefit financially a Board member or other person or entity (as defined the CareerSource Florida Inc. Contract Guidance) may be approved by a regular majority vote where there is a quorum according to Board rules and/or bylaws.
- h) All other requirements of section 445.007(1) must be met. For example, a Board member must continue to disclose any conflict of interest in a manner that is consistent with the procedures outlined in section 112.3143, Florida Statutes.
- i) In order to comply with the requirements of section 445.007, CareerSource Central Florida shall advise and require Board members to disclose known conflicts of interest and notify the Board of any contracts which may benefit them personally. In order to comply with the requirements of section 445.007, CareerSource Central Florida shall advise and require all parties to a contract to

disclose all known conflicts of interest and notify the Board of all Board members or other persons or entities known to benefit financially from the contract (as defined the CareerSource Florida Inc. Contract Guidance).

- j) A contract which is initially subject to the requirements of section 445.007 due to a Board member's, an employee's or another person's or an entity's conflicts of interest at the time of approving the contract is not subject to these procedures after the departure of the member from the Board membership, the departure of the employee from CareerSource Central Florida's employ or other actions have removed the conflicts of interest.
- k) The above requirements do not eliminate or diminish the Board's obligations to comply with Workforce Innovation and Opportunity Act "Conflict of Interest" procedures.

### **Required documentation**

For each contract equal to or greater than \$25,000, CareerSource Central Florida must electronically submit after the Board's approval of the contract a completed contract information form (see attachment) certified by the Board chair as correct and true to [workforcecontract.review@deo.myflorida.com](mailto:workforcecontract.review@deo.myflorida.com) containing the following information:

- a) Identification of all parties to the contract.
- b) Description of goods and services to be procured.
- c) Value of the contract, contract renewal or contract extension.
- d) Contract term
- e) Contract number or identifying information, if any
- f) Identification of board member or employee whose conflict of interest required the board's approval of the contract by 2/3 vote.
- g) The nature of the conflict of interest in the contract.
- h) A certified board membership roster listing all members on the board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting and for those in attendance, the affirmative and negative votes and abstentions for each member.
- i) Dated and executed conflict of interest forms, which are consistent with the procedures outlined in section 112.3143, Florida Statutes, submitted at or before the board meeting, for board members who have any relationship with the contracting vendor (as defined the CareerSource Florida Inc. Contract Guidance).
- j) Other information as specified on the contract information form.

## **D) ADMINISTRATIVE PROCEDURES**

CareerSource Central Florida will designate various staff who will be responsible for coordinating the negotiation, administration, monitoring and enforcement of the terms and conditions of contracts.

The Director of Operations and/or Assistant Chief Financial Officer or designee's roles and responsibilities will include (but not limited to):

- a. Oversight of a centralized contract administration system.
- b. Working in conjunction with the Procurement and Contracts Manager and/or program managers for the preparation of RFP's.
- c. .Contracting policies
- d. Coordinating and overseeing procurement actions.
- e. Coordinating the review of all contracts prior to execution.Contract management:
  - 1) Enforcing the terms and conditions of the contract.
  - 2) Developing the scope of work (SOW).
  - 3) Developing evaluation tools for bid analysis.
  - 4) Negotiating contract amendments, etc.
  - 5) Maintaining a comprehensive contract file (separate from procurement file).
  - 6) Performing contract closeout procedures.
- f. Training staff on the contract process.

The Director of Compliance roles and responsibilities will include (but not be limited to):

- a.Monitoring of contracts:
  - 1) Providing performance and corrective action plans, as necessary.
  - 2) Ensuring contractor is in compliance with terms and conditions.
  - 3) Tracking fiscal responsibilities (are funds being used appropriately).
  - 4) Detecting noncompliance, problem resolution.
  - 5) Ensuring acceptable level of services is being provided.

The contract file contains all pertinent information related to a contract from the time it is awarded until contract closeout. Contract files contain documentation of detailed and sequential information of related major activities from the execution of thecontract through closeout. At minimum, contract files contain:

- a. A signed copy of the contract and all contract modifications, including supporting documentation for modification.
- b. Budgets.
- c. Contract negotiations.
- d. Approval to subcontract, if applicable.
- e. Copies of required bonds and insurance, if applicable.
- f. Correspondence.
- g. Monitoring reports and documentation of performance, including corrective action plans, responses, etc.
- h. Property or equipment records, if applicable.
- i. Documents related to termination actions.
- j. Contract deliverables.
- k. Closeout records.
- l. A copy of audit and audit resolution documentation for subrecipient contracts (if applicable)

All records will be maintained for a period of five years following final payment and closure of all pending matters (except to the extent applicable law or regulations may require a longer retention period).

## **E) CONTRACTS AND AGREEMENTS**

All agreements should identify:

- 1) Type of contract (i.e., cost-reimbursable, fixed-price, performance-based, purchase orders). CareerSource Central Florida will determine the type of contract based upon the business needs of the organization.
- 2) Contract assurances (boilerplate).
- 3) Term.
- 4) All tasks the contractor is to perform (SOW).
- 5) Contract budget.\*
- 6) Events that trigger payment (deliverables).
- 7) Required level of services (performance standards).
- 8) Federally required Contract Provisions, Certifications and assurances
- 9) ETA Salary Cap requirement under Section 7013 of Public Law 109-234.
- 10) Required financial and performance reports.
- 11) Approved federally recognized indirect cost rate, rate negotiated or de minimis rate, if applicable.
- 12) For subrecipients, access to records.
- 13) Terms and conditions of close-out.

The CareerSource Central Florida President/CEO or the COO when the President/CEO is unavailable is authorized to terminate contracts, sign contracts, approve sole source procurements, and take such other actions as necessary or appropriate to ensure uninterrupted business operations.

Funds shall not be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II for ETA appropriated funds.

All procurement contracts and other transactions between local boards and units of state or local governments must be conducted only on a cost-reimbursement basis. No provision for profit is allowed.

## **F) CONTRACT MODIFICATION/CONTINUATION/RENEWAL**

CareerSource Central Florida contracts will be one of the following:

- For a defined time period with a stated expiration date with no option for renewal;
- For a defined time period with a stated expiration date and a stated option for renewal; or
- Open-ended with no expiration date and renewable annually without action of either party. Any contract of this type must allow CareerSource Central Florida at least 60 days before automatic renewal the absolute right to not renew the contract.

The modification and/or continuation/renewal of a contract will require the completion of a contract agreement modification and approval by the President/CEO.

Contracts for goods or contractual services may be renewed for a period that may not exceed 5 years or the term of the original contract, whichever period is longer. Renewal of a contract for goods or services will be in writing and will generally be subject to the same terms and conditions set forth in the initial contract. Renewals will be contingent upon satisfactory performance evaluations by the CareerSource Central Florida and subject to the availability of funds.

## **G) CONTRACT CLOSEOUT**

Whenever a contract is closed, programmatic and fiscal information must be gathered and analyzed to determine whether the program goals and objectives for which services were procured were accomplished and whether all funds were properly accounted for. Documentation gathered during the closeout process must be maintained as a subsection of the contract file. Closeout procedures should begin 60 days prior to contract expiration.

### **Programmatic Closeout**

A programmatic closeout includes, but is not limited to, determining and documenting that:

- 1) All deliverables and services have been delivered and accepted in writing.
- 2) All reports (including Financial Status Report) have been received and accepted in writing.
- 3) All program objectives agreed upon were met.
- 4) Liquidated damages/sanctions have been assessed for nonperformance or noncompliance.

### **Fiscal Closeout**

A fiscal closeout includes, but is not limited to, determining and documenting that:

- 1) Acquired non-expendable property has been returned to CareerSource Central Florida.
- 2) Advances and/or interest earned on advances have been recovered or applied against what is owed.
- 3) Match requirements have been met.
- 4) Amounts assessed as liquidated damages/sanctions for nonperformance/ non-compliance have been recovered.
- 5) Disallowed costs and/or unused grant funds have been recovered.
- 6) Final payment to provider is made **only** after all programmatic and fiscal steps have been completed.
- 7) Required audits have been submitted and reviewed.
- 8) All subcontracts setup under the closed contract have been closed and settled.
- 9) Bonds and insurance related to the contract have been cancelled.
- 10) CareerSource Central Florida has been released from any liabilities.
- 11) Assign all refunds, rebates, or credits that may be due under the contract.
- 12) Disclose any revenues earned in excess of costs, if applicable. Action may be required if funds paid are found to be in excess of costs incurred.

## **VII. AUTHORITATIVE SOURCES**

CareerSource Central Florida receives funding from the Federal government through the DEO. This policy is intended to comply with the regulations promulgated in:

- ❑ 7 CFR 3017-18, 3021 (United States Department of Agriculture, Food Stamp Employment and Training dollars)
- ❑ 45 CFR 74, 82, 93, 376 (United States Department of Health and Human Services, Welfare Transition funds)

- ❑ 29 CFR 93-95, 98 and 20 CFR 627.420 (United States Department of Labor)
- ❑ 20 CFR 676, 677 and 678 (WIOA)
- ❑ 38 CFR 45, 48 and 2 CFR 801 (Veterans Affairs)
- ❑ P.L. 113-128 Workforce Innovation and Opportunity Act (WIOA)
- ❑ 20 CFR 661.350, 20 CFR 662.410, 20 CFR 662.200, 20 CFR 663.430, 20 CFR 661.310
- ❑ 2 CFR 200
- ❑ Florida Statutes, Sections 215.422, 216.347, 216.3475, 445.007

DEO is the state oversight agency for all of the State of Florida's regional workforce development boards. DEO maintains a website with all of its authoritative sources. All DEO recipients and CareerSource Central Florida subrecipients are required to adhere to its authoritative sources.

## **VIII. EXHIBITS**



FEDERAL SUBRECIPIENT AND VENDOR DETERMINATION CHECKLIST  
Reference 29CFR99.210 and OMB Circular A-133.210

Contract Number: _____	Prepared by: _____
CFDA Number: _____	Date: _____

**Subrecipient and Vendor Determinations**

- (a) **General:** An auditee may be a recipient, a subrecipient, and a vendor. Federal awards expended as a recipient or a subrecipient would be subject to audit under this part. The payments received for goods or services provided as a vendor would not be considered Federal awards. The guidance in paragraphs (b) and (c) of this section should be considered in determining whether payments constitute a Federal award or a payment for goods and services.

SUBRECIPIENT (check YES or NO for each statement)
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- (b) **Federal Award:** Characteristics indicative of a Federal award received by a subrecipient are when the organization:

<u>YES</u>	<u>NO</u>	
_____	_____	1. Determines who is eligible to receive what Federal financial assistance.
_____	_____	2. Has its performance measured against whether the objectives of the Federal program are met.
_____	_____	3. Has responsibility for programmatic decision-making.
_____	_____	4. Has responsibility for adherence to applicable Federal program compliance requirements.
_____	_____	5. Uses the Federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity.

VENDOR (check YES or NO for each statement)
---------------------------------------------

- (c) **Payment for goods and services:**

<u>YES</u>	<u>NO</u>	
_____	_____	1. Provides the goods and services within a normal business operation.
_____	_____	2. Provides similar goods and services within normal business operation.
_____	_____	3. Operates in a competitive environment
_____	_____	4. Provides goods or services that are ancillary to the operation of the Federal program
_____	_____	5. Is not subject to compliance requirements of the Federal program.

FEDERAL SUBRECIPIENT AND VENDOR DETERMINATION CHECKLIST

- (d) Use of judgment in making determination. There may be unusual circumstances or exceptions to the listed characteristics. In making the determination of whether a subrecipient or vendor relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present and judgment should be used in determining whether an entity is a subrecipient or vendor.
- (e) Florida Single Audit Act. State awards expended by a recipient/subrecipient are subject to audit under Section 215.97, F.S., the "Florida Single Audit Act". The Florida Single Audit Act Checklist for Non-State Organizations – Recipient/Subrecipient vs. Vendor Determination (DFS-A2-NS) (Effective 7/05) shall be used to determine the applicability of the Florida Single Audit Act to non-state organizations. State agencies, recipients, and subrecipients that provide state financial assistance to non-state organizations shall complete this form and retain it in their records. Whenever a non-state organization is determined to be a recipient or subrecipient of state or federal financial assistance, the standard audit language contained on Form DFS-A2-CL (Effective 7/05) must be included in the document that establishes the State's, recipient's, or subrecipient's relationship with the non-state entity. A copy of forms DFS-A2-NS and DFS-A2-CL may be obtained at the Department of Financial Services Website at <https://apps.fldfs.com/fsaa> and at the Agency for Workforce Innovation Purchasing Office intranet site at: <http://intra.awi.state.fl.us/gspurchasing.htm>.

<u>YES</u>	<u>NO</u>	
_____	_____	I. Are funds for this contract subject to the Florida Single Audit act? If yes, then forms DFS-A2-NS and DFS-A2-CL must be completed and included in the contract routing package for Agency review and approval.

Determination (circle one)	Subrecipient	Vendor	AWI Contract Number :
Date:			Contract Manager Name:
			Contract Manager Signature:

**CONTRACT INFORMATION FORM**

This form is to seek approval of a contract valued at \$25,000 or more involving a conflict of interest of board members or employees. All requested information is required. Failure to provide complete information may result in disapproval of the contract.

I, \_\_\_\_\_, hereby certify the following information regarding a contract that came before the \_\_\_\_\_ (Regional Workforce Board).

a. Identification of all parties to the contract: \_\_\_\_\_

b. Description of goods and services to be procured: \_\_\_\_\_  
\_\_\_\_\_

c. Value of the contract/renewal/extension: \_\_\_\_\_

d. Contract term: \_\_\_\_\_

e. Contract number or other identifying information, if any: \_\_\_\_\_

f. Identification of board member or employee whose conflict of interest required the board’s approval of the contract by 2/3 vote.

g. The nature of the conflicting interest in the contract: \_\_\_\_\_

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h. The board member with the conflict of interest was/was not present when the board voted to approve the contract.

i. A certified board membership roster listing all members on the board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting and for those in attendance, the affirmative and negative votes and abstentions for each member.

j. Dated and executed conflict of interest forms, which are consistent with the procedures outlined in s. 112.3143, submitted at or before the board meeting, for board members who have any relationship with the contracting vendor (as defined in paragraph I(f) of the Workforce Florida, Inc. contracting policy.)

I certify that the information above is true and correct.

\_\_\_\_\_  
Date filed

\_\_\_\_\_  
Signature of Board Chair\*  
or designee of the Board

\* Must be certified and attested to by the Board Chair or designee of the Board.

**DISCLOSURE OF BOARD MEMBER’S OR EMPLOYEE’S  
CONFLICT OF INTEREST IN THE CONTRACT**

I, \_\_\_\_\_, am a board member / an employee of the board (circle one). I hereby disclose that:

I could benefit financially from the following contract (provide name of parties to contract and description of the contract):

\_\_\_\_\_

I could benefit financially from the contract in the following manner:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date filed

\_\_\_\_\_  
Signature of Board Member/Employee

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS AND BOARD EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD’S VOTING TO APPROVE THE CONTRACT; BOARD MEMBERS WHO BENEFIT FINANCIALLY OR WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST ABSTAIN FROM THE VOTE, AND THE CONTRACT MUST BE APPROVED BY A 2/3 VOTE OF THE BOARD WHEN A QUORUM HAS BEEN ESTABLISHED. COMPLETION OF THIS FORM DOES NOT IN ANY WAY SUPERCEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, FLA. STAT. OR SECTION 117(g), WIA.

**CONTRACTOR DISCLOSURE AND CERTIFICATION**

For purposes of the contract between \_\_\_\_\_(Regional Workforce Board) and \_\_\_\_\_(contractor), the following disclosure is made:

The principals\* and owners\*\* of the contracting entity:

\_\_\_ have no relative who is a member of the board;

\_\_\_ have a relative who is a member of the board, whose name is \_\_\_\_\_.

There is / is not (circle one) a principal or owner who is a member of the board. If applicable, the principal’s or owner’s name is \_\_\_\_\_.

There is / is not (circle one) a principal or owner who is an employee of the board. If applicable, the principal’s or owner’s name is \_\_\_\_\_.

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

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

I hereby certify that the information above is true and correct.

\_\_\_\_\_  
Date filed

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**COST ESTIMATE**

<b>Program Year _____</b>			
<b>Proposer</b>	<b># of Participants Served</b>	<b>Contract Amount</b>	<b>Cost per Participant</b>
<b>Average cost per participant</b>			

### COST ANALYSIS

A cost and price analysis was performed on the proposed contract budget to determine if proposed costs/allocated percentages are allowable, reasonable, necessary, allocable and justified.

Line Item	Proposed Line Item Budget	Cost Is Allowable, Reasonable, Necessary Allocable (Yes or No)	Basis: H=Historical Costs E=Cost Estimate P = Price Comparison S=Salary Survey O = Other Offers	Justification	Comments
<b>SALARIES</b>					
<b>FRINGE BENEFITS</b>					
<b>OTHER COSTS</b>					
<b>PROFIT</b>					
<b>TOTAL COSTS</b>					



### Conflict of Interest Statement

Solicitation/Vendor: \_\_\_\_\_

I acknowledge that I have been appointed to conduct reviews of proposals/bids received under the solicitation cited above. I have been briefed about my responsibilities relating to conflict of interest.

I attest that I do not have any conflict of interest with any proposers/bidders that have responded to this procurement. In addition, I know of no conflict of interest due to financial gain of any of my immediate family members. If during the course of reviewing the proposals/bids received in response to this solicitation, I become aware of an actual or possible conflict of interest, I will notify my immediate supervisor and the person managing this procurement and seek his/her advice on withdrawing from the review.

Finally, if anyone outside the official review chain seeks information about the procurement, I will not supply any information but will refer him/her to the person managing this procurement action.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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SIGNATURE PAGE

This plan represents the efforts of CareerSource Central Florida – Region 12 - to implement the Workforce Innovation and Opportunity Act in the following counties: Lake, Orange, Osceola, Seminole and Sumter.

We will operate in accordance with this plan and applicable federal and state laws, rules and regulations.

\_\_\_\_\_  
Workforce Development Board Chair

\_\_\_\_\_  
Chief Elected Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest