

CareerSource Central Florida

Local Workforce Development Area 12

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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 75,500 businesses (QCEW, 2018Q1) and 2.6 million residents (U.S. Census, 2019). 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

FLORIDA'S VISION FOR IMPLEMENTING THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The implementation of Workforce Innovation and Opportunity Act ensures Florida has a business-led, market-responsive, results-oriented, and integrated workforce development system. The system fosters customer service excellence, ensures continuous improvement, and demonstrates value by enhancing employment opportunities for all individuals, including those with disabilities. This focused and deliberate collaboration among education, workforce, and economic development networks increases economic prosperity by maximizing the competitiveness of Florida businesses and the productivity of Florida's workforce.

Florida's strategic vision for WIOA implementation is realized by accomplishing these three goals:

- 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.

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.

ORGANIZATIONAL STRUCTURE

(1) Chief Elected Official(s):

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

| | | |
|---|----------------|-----------------------------------|
| Orange County Representative: Mayor Jerry Demmings 201 S. Rosalind Ave. County Administration Building Orlando, FL 32801-3527 | (407) 836-7370 | Mayor@OCFL.net |
| Consortium Chair & Lake County Representative: Commissioner Leslie Campione P.O. Box 7800 (Mailing Address) 315 W. Main St. Tavares, FL 32778 | (352) 343-9850 | lcampione@lakecountyfl.gov |
| Osceola Representative: Commissioner Brandon Arrington 1 Courthouse Square, Suite 4700 Kissimmee, FL 34741-5440 | (407) 742-2000 | brandon.arrington@osceola.org |
| Consortium Vice-Chair & Seminole Representative: Commissioner Lee Constantine 1101 E. First St. Sanford, FL 32771-1468 | (407) 665-7209 | lconstantine@seminolecountyfl.gov |
| Sumter Representative: Commissioner Al Butler 7375 Powell Rd. Wildwood, FL 34785 | (352) 689-4400 | al.butler@sumtercountyfl.gov |

(B) If the local area includes more than one unit of general local government in accordance with WIOA sec. 107(c)(1)(B), attach the executed agreement that defines how parties carry out roles and responsibilities of the chief elected official.

The Inter-local Agreement outlines the roles and responsibilities of the chief elected officials of each of the counties represented by CSCF. Each county's legal counsel reviewed the agreement

to ensure the intent and responsibilities outlined in WIOA were clear and acceptable to each governing body. *Please see Attachment A – Interlocal Agreement.*

(C) Attach a copy of the agreement executed between the chief elected official(s) and the Local Workforce Development Board.

Please see Attachment A – Interlocal Agreement.

(D) Attach a copy of the current by-laws established by the chief elected official to address criteria contained in §679.310(g) of the WIOA regulations. At a minimum the by-laws must include:

- ii. The nomination process used by the chief elected official to elect the local board chair and local board members;**
- iii. The term limitations and how term appointments are staggered to ensure only a portion of memberships expire in each year;**
- iv. The process to notify the chief elected official of a board member vacancy ensuring a prompt nominee;**
- v. The proxy and alternative designee process used when a board member is unable to attend a meeting and assigns a designee per requirements at §679.110(d)(4) of the proposed WIOA regulations;**
- vi. The use of technology, such as phone and web-based meetings used to promote board member participation;**
- vii. The process to ensure board members actively participate in convening the workforce development system's stakeholders, brokering relationships with a diverse range of employers, and leveraging support for workforce development activities; and,**
- viii. Any other conditions governing appointments or membership on the local board.**

CareerSource Central Florida's Board Governance Committee (i.) annually reviews officer candidates and provides a slate of officers for recommendation to the Board of Directors for discussion and a vote. The Governance Committee is engaged in recruiting potential Board Members who meet the required categories as outlined by the Workforce Innovation and Opportunity Act. Individuals who are interested in serving on the Board of Directors are nominated by business or other community organizations and presented to the Local Elected Consortium for consideration and appointment. Consortium members review candidate

qualifications and interest in serving prior to approving an appointment. Appointments to the Board are voted by the Consortium members at their bi-annual meetings.

Each Board members is (ii.) appointed for a three-year term, beginning July 1 and terminating June 30 in three years hence. (iii) If a seat is not filled, a Director may serve until December of the last term or until action regarding the seat is taken, whichever comes first. Subject to applicable law, one third of all terms will expire annually.

(iv.) CSCF bylaws do not provide for proxy or designee to Board members. (v.) CareerSource Central Florida Board of Directors may participate in a meeting via telephone or other conferencing method by which all members can communicate and participate. Conference phone capabilities are provided at all Board and Committee meetings and is accessible to any member who cannot attend in person and to the public. *See Attachment B – Board of Directors Bylaws.*

(vi.) The CareerSource Central Florida Board of Directors actively engages stakeholders through:

- regular discussion with key representatives of high growth industries;
- informational presentations on high growth industry trends by industry leaders;
- conversation and information sharing with economic development partners, such as the Orlando Economic Partnership, local 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, disconnected youth; individuals with disabilities; or justice involved; and
- the Board's business and required members.

(vii.) There are no other conditions that govern membership or appointment to the Board.

(E) Describe how the chief elected official is 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. Members of the Consortium received a draft copy of the plan and are provided a single point of contact at CSCF to receive their feedback. Lake County Commissioner – The Honorable Leslie Campione – will work with CareerSource Central Florida Board Chair and President & CEO to finalize and approve the four-year plan.

(2) Local Workforce Development Board (LWDB)

- A. Identify the chairperson of the Local Workforce Development Board by name, title, mailing address, phone number and email address. Identify the business that the chair represents.**
- B. If applicable, identify the vice-chair of the Local Workforce Development Board by name, title, mailing address, phone number and email address. Identify the business or organization the vice-chair represents.**

Local Workforce Development Board Chair:

Mark Wiley
Central Florida Chapter Associated Builders and Contractors, Inc.
c/o CareerSource Central Florida
390 N. Orange Avenue, Suite 700
Orlando, FL 32801
mwylie@abccentralflorida.org

Local Workforce Development Board Vice-Chair:

Jody Wood
Walt Disney Parks & Resorts
c/o CareerSource Central Florida
390 N. Orange Avenue, Suite 700
Orlando, FL 32801
xxxxxxxxxx@disney.com

- C. Describe how the LWDB was 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 evaluates 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. See *Attachment C – Board of Director List*

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

- (1) 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.

- (2) 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.

- (3) Identify if a single entity is 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 or training services, and describe how the entity will carry out its multiple responsibilities, including how it develops appropriate firewalls to guard against conflicts of interest as described in CareerSource Florida strategic policy [2012.05.24.A.2 – State and Local Workforce Development Board Contracting Conflict of Interest Policy](#).**

CSCF’s submitted a request in 2014 to CareerSource Florida through the Department of Economic Opportunity (DEO) for a waiver to continue to provide services, including training, to career seekers. As part of the requirement to validate performance of the delivery model, CSCF submits an annual program status report to DEO for review and approval to continue its operating model.

The Board has a process for declaring conflict for matters relating to procurement and policy, which is provided to all Board members during orientation and at its annual refresher training. CSCF is very diligent in managing its internal procurement process to minimize conflicts of interest.

Attachment D of this plan reflects the Board's Conflict of Interest Policy and *Attachment E* of this plan is the organization's Procurement Policy that also references conflict of interest.

(4) One-Stop System

- (1) Describe the local one-stop system (including the number, type and location of the comprehensive center(s)², and other service delivery points).**
- (2) Identify the days and times when service delivery offices are open to customers. Customers must have access to programs, services and activities during regular business days at a comprehensive one-stop center.**
- (3) Identify the entity or entities selected to operate the local one-stop center(s).**
- (4) Identify the entity or entities selected to provide career services within the local one-stop system.**
- (5) Identify and describe what career services are provided by the selected one-stop operator and what career services, if any, are contracted out to service providers.**
- (6) Pursuant to the [CareerSource Florida Administrative Policy 093 - One-Stop Career Center Certification Requirements](#), provide the required attestation that at least one comprehensive one-stop center in the local area meet the certification requirements.**

CareerSource Central Florida currently offers services to business and career seekers through one full-service center, four affiliate centers, and an administrative office. (B) The centers (see table below) are open Monday- Thursday, 8 a.m.-5 p.m., Fridays 9 a.m. – 5 p.m., and after hours as needed. (C) CareerSource Central Florida currently operates all career centers and (D) delivers business and talent solutions, including youth services via its centers. (E) CSCF does not have contracted service providers that offer career services. (F) Currently, the West Orange County One-Stop Career Center has been designated by the region as its comprehensive service center as outlined in CareerSource Florida's Administrative Policy No. 93. CSCF continually reviews and

²A comprehensive center is one in which all core and required partner services are available either physically at the location or by direct linkage through technology to a program staff member who can provide meaningful information or services. See Training and Employment Guidance Letter No. 16-16 ([TEGL 16-16](#)) and Training and Employment Guidance Letter No. 16-16, Change 1 ([TEGL 16-16, Change 1](#)). **Additionally, Memorandums of Understanding (MOU) and Infrastructure Funding Agreements (IFA) must be executed for all partners connected to the comprehensive centers.**

analyzes its delivery models to ensure services meet the needs of career seekers and business in

| | |
|--|--|
| CareerSource Central Florida – Lake /Sumter – Located on Lake / Sumter State College Campus | 9909 U.S. Hwy 441, Building M# 29, Leesburg, FL 34788 |
| Career Source Central Florida – Sumter Satellite Office – Lake/Sumter State College | 1405 CR 526a, Sumterville, FL 33585 |
| CareerSource Central Florida – Orange (West)* | 609 N. Powers Dr., Suite 340, Orlando, FL 32818 |
| CareerSource Central Florida – Orange (Southeast) | 5784 S. Semoran Blvd, Orlando, FL 32822 |
| CareerSource Central Florida – Osceola – Located on Valencia Osceola Campus | 1800 Dean John Lane, Bldg. CIT, Suite 300, Kissimmee, FL 34744 |
| CareerSource Central Florida – Seminole | 1209 W. Airport Blvd, Sanford, FL 32773 |
| CareerSource Central Florida – Administrative Offices | 390 N. Orange Ave., Suite 700, Orlando, FL 32801 |

each county.

**Denotes Comprehensive One-Stop Career Center*

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)).**

In program year 2016-2017, CSCF conducted an analysis of industry in the region and created 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 two 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 quarter of 2019, the region had more than 257,000 unique job postings, with an average of 32 posting days. Based on 2024 projections, the region will have an estimated 1,519,600 jobs (*EMSI, Q4 2019*) and will see the greatest growth in the following sectors:

| Description | 2019 Jobs | 2024 Jobs | 2019 - 2024 % Change | Avg. Earnings Per Job |
|--|-----------|-----------|----------------------|-----------------------|
| Construction | 97,728 | 112,100 | 15% | \$61,923 |
| Utilities | 2,513 | 2,847 | 13% | \$111,625 |
| Management of Companies and Enterprises | 19,799 | 22,332 | 13% | \$110,766 |
| Transportation and Warehousing | 46,334 | 52,337 | 13% | \$62,228 |
| Professional, Scientific, and Technical Services | 89,754 | 100,076 | 12% | \$86,334 |
| Health Care and Social Assistance | 143,542 | 160,972 | 12% | \$64,043 |
| Accommodation and Food Services | 185,816 | 203,698 | 10% | \$27,612 |

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. A 2019 CareerSource Florida study on the gig economy "shows workers

enter the gig economy for numerous reasons. Both full-time and part-time gig workers 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, 2024 projections indicate that the “gig” economy will grow by 12%.

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 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)).

In an environment of low unemployment, 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. In the next four years, services will be 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 2024 (*Source: U.S. Census Bureau, American Community Survey 2016, EMSI*) 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 17.3% foreign-born residents. The diversity in languages has also grown, with almost 29% of the region's residents speaking Spanish, 2.3% of residents speaking Creole, and 3% of

residents speaking Asian and Pacific Islander languages (*Source: U.S. Census Bureau, American Community Survey 2016.*)

Central Florida Workforce Board Region – 12:

2,761,747

Population (2019)

Population grew by 324,616 over the last 5 years and is projected to grow by 233,894 over the next 5 years.

1,396,864

Total Regional Employment

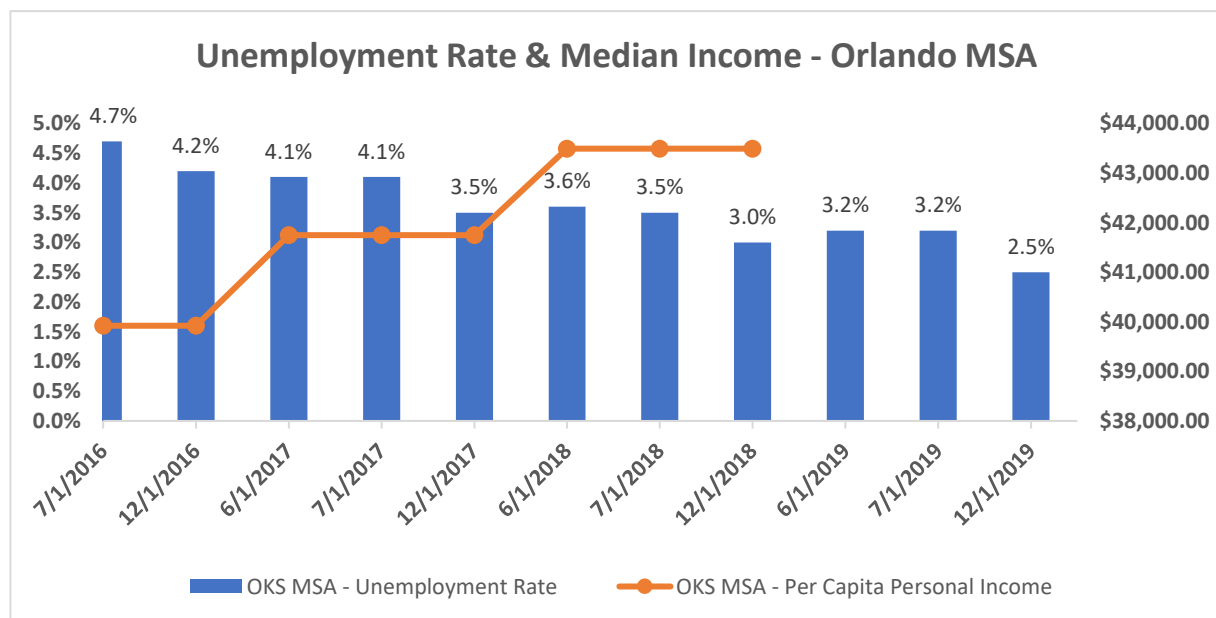
Jobs grew by 196,178 over the last 5 years and are projected to grow by 122,735 over the next 5 years.

\$55.2K

Avg. Earnings Per Job (2019)

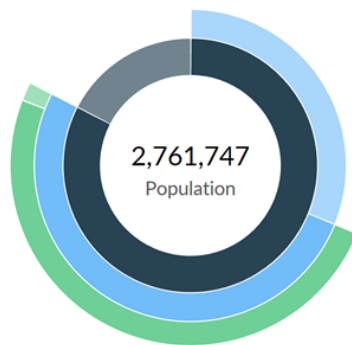
Regional average earnings per job are \$12.2K below the national average earnings of \$67.3K per job. ⓘ

The Central Florida region continues to see a continued decline in the unemployment rates with rates below 3% for most of 2019. While the unemployment rate in the Orlando-Kissimmee-Sanford MSA was 4.7% percent in July 2016, down to 2.5% percent unemployment in December 2019, the region also had an increase in median income (*See table below; Source: FRED*). In 2019, 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, Q4 2019*), and of those who are of working age have unemployment rates that are five times higher than published unemployment rates.



2019 Labor Force Breakdown

...



| | Population |
|--------------------------------|------------|
| ● Total Working Age Population | 2,278,771 |
| ● Not in Labor Force (15+) ⓘ | 858,811 |
| ● Labor Force ⓘ | 1,419,960 |
| ● Employed ⓘ | 1,373,697 |
| ● Unemployed ⓘ | 46,263 |
| ● Under 15 | 482,977 |

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.

Central Florida Workforce Board Region – 12: Educational Attainment



| | % of Population | Population |
|------------------------------|-----------------|------------|
| ● Less Than 9th Grade | 5.0% | 96,829 |
| ● 9th Grade to 12th Grade | 6.4% | 123,820 |
| ● High School Diploma | 27.0% | 522,042 |
| ● Some College | 21.0% | 405,387 |
| ● Associate's Degree | 11.2% | 216,891 |
| ● Bachelor's Degree | 19.3% | 373,481 |
| ● Graduate Degree and Higher | 10.0% | 193,476 |

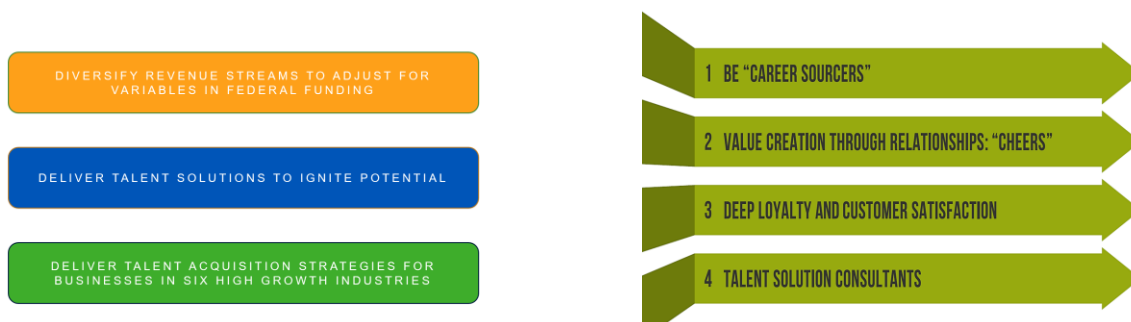
As employers increasingly seek talent with technical skills and there are more opportunities for middle-skilled jobs, CSCF will work to strategically identify new talent pipelines to facilitate connection to the region's employers, and identify strategies to increase skills levels for the region's

talent currently earning less than \$15 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 F- Priority of Funds and G- 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 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. In analyzing service delivery, another weakness has been 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 of 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 call center to provide frontline services including scheduling, state system account support for customers, SNAP and TANF case status support, and information on key services and resources.
- 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.
- A youth program that is driven by strong relationships with participants and dedicated efforts to engage business interested in mentoring and hiring young

adults.

- 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

CSCF has identified the following opportunities for improvement:

- Crafting a customer journey founded on deep relationships that helps guide individuals to achieve lifelong employment and career goals.
- Developing effective strategies to increase the number of training completers who enter a training-related employment earning \$15 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.
-

(5) Please provide a description and assessment of the type and availability of adult and dislocated worker employment and training activities in the local area (WIOA §108(b)(7)).

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 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.

(6) Please provide a description and assessment of the type and availability of youth workforce investment activities in the local area, including activities for youth who are individuals with disabilities. The description and assessment must include an identification of successful models of such youth workforce investment activities (WIOA §108(b)(9)).

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 (17-18; 18-19), 742 youth participated in ITA funded training, 517 entered employment or entered post-secondary, 1,182 credentials earned, and 282 youth earned a high school diploma.

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

CSCF also utilizes TANF 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 limits. 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 will be explored to enhance these efforts.

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.

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 serve as local indicators of federal performance and have been designed with consideration of those requirements. The Board’s strategy to: realign recruitment and training opportunities to high growth industries; further develop its workforce development professionals; develop talent solutions that meet customer needs; and create meaningful relationship that support an individual’s journey to employment 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.

(3) 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 of this plan continue to evolve and modifications to its annual activities will be made based on the experiences gained by implementing it strategies.

Over the last four years, CSCF has worked to adopt and implement a management framework

consistent with Baldrige Criteria that will assist the organization in aligning its leadership and strategies to its workforce, operations, and results. Through its work with the Florida Sterling Council, the organization has focused on continuous improvement, strategic planning, market research, workforce capacity building, and data-driven decision making. Integration of efforts will result in clear processes that lead to better management practices and sustained performance.

(4) 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.

(5) Describe the process used to develop your area's vision and goals, including a description of participants in the process.

CSCF senior leadership has crafted organizational strategies and identified key customer groups by which program services are designed and engaged. As a result of this work, the group has established its core areas of work, its unique value proposition to the community, who is its niche customer, and its differentiators compared to other like services. This work, along with the Board's insight and direction, has shaped the vision and goals for our region, and guides our operational strategies.

The CSCF Board of Directors Chair convenes an annual retreat of the Board to discuss and develop the region's vision and strategic goals. Through small group discussions, information provided by Board staff, and feedback from the organization's stakeholders, the Board aligns the organization's vision and goals to support the needs of the region's career seekers and business. Since aligning its responsibilities and goals articulated in WIOA, the Board has moved from a compliance focused body, to one that has created a balance between oversight and insight – sharing their industry expertise and inviting other lead partners to share perspective on workforce issues.

The Board of Directors has developed metrics to measure progress of strategic goals and objectives that are regularly reported by Board staff to the Career Services Committee for workforce services, and the Finance Committee for fiscal benchmarks. Committee charters set the definition of key committee metrics to support each committee's purpose. Board agendas include discussion of the organization's strategic goals, operational activities that align with those goals, and strategic insights.

(6) Describe how the LWDB's goals relate to the achievement of federal performance accountability measures to support economic growth and self-sufficiency (WIOA §108(b)(1)(E)).

CSCF is focused on meeting the talent needs of business by providing intentional, valuable services that ultimately satisfy both supply and demand. CSCF has re-engineered its operational structure to strategically interface with business and industry, and expand its partnership with economic development, education, and other organizations that serve business and industry throughout the region. By best understanding the needs of business, talent development solutions can be developed and focused to ensure that career seekers are entering career pathways that increase an individual's earning potential, while ensuring the demand for a skilled workforce for business is met.

(7) Indicate the negotiated local levels of performance for the federal measures (WIOA §108(b)(17)).

CSCF provides direct workforce services to adults, dislocated workers, youth, and universal customers (Wagner Peyser). CareerSource Central Florida exceeded 12 of 14 WIOA Performance Indicators, despite the changes of new targets and timeframes for performance under the WIOA Performance Indicators. As a direct provider, CSCF is positioned to quickly

| LWDB 12 | | | | | | | | | |
|--|---|---|---|---|---|---|---|---|--------------------------------------|
| Measures | PY2018-2019 1st Quarter Performance | PY 2018-2019 % of Performance Goal Met For Q1 | PY2018-2019 2nd Quarter Performance | PY 2018-2019 % of Performance Goal Met For Q2 | PY2018-2019 3rd Quarter Performance | PY 2018-2019 % of Performance Goal Met For Q3 | PY2018-2019 4th Quarter Performance | PY 2018-2019 % of Performance Goal Met For Q4 | PY 2018-2019 Performance Goals |
| Adults: | | | | | | | | | |
| Employed 2nd Qtr After Exit | 88.30 | 103.88 | 87.90 | 103.41 | 71.20 | 83.76 | 69.90 | 82.24 | 85.00 |
| Median Wage 2nd Quarter After Exit | \$6,902 | 100.76 | \$6,959 | 101.59 | \$6,935 | 101.24 | \$7,124 | 104.00 | \$6,850 |
| Employed 4th Qtr After Exit | 88.50 | 107.27 | 84.80 | 102.79 | 84.80 | 102.79 | 85.40 | 103.52 | 82.50 |
| Credential Attainment Rate | 80.90 | 126.41 | 78.30 | 122.34 | 76.50 | 119.53 | 74.50 | 116.41 | 64.00 |
| Dislocated Workers: | | | | | | | | | |
| Employed 2nd Qtr After Exit | 83.00 | 100.00 | 81.50 | 98.19 | 71.20 | 85.78 | 74.50 | 89.76 | 83.00 |
| Median Wage 2nd Quarter After Exit | \$7,916 | 115.56 | \$7,901 | 115.34 | \$7,528 | 109.90 | \$7,525 | 109.85 | \$6,850 |
| Employed 4th Qtr After Exit | 91.10 | 115.32 | 84.00 | 106.33 | 81.50 | 103.16 | 80.70 | 102.15 | 79.00 |
| Credential Attainment Rate | 85.60 | 125.88 | 80.00 | 117.65 | 75.90 | 111.62 | 75.00 | 110.29 | 68.00 |
| Youth: | | | | | | | | | |
| Employed 2nd Qtr After Exit | 73.40 | 103.38 | 71.80 | 101.13 | 77.20 | 108.73 | 76.20 | 107.32 | 71.00 |
| Employed 4th Qtr After Exit | 70.30 | 108.15 | 68.20 | 104.92 | 67.90 | 104.46 | 69.50 | 106.92 | 65.00 |
| Credential Attainment Rate | 93.40 | 103.78 | 90.10 | 100.11 | 91.30 | 101.44 | 90.70 | 100.78 | 90.00 |
| Wagner Peyser: | | | | | | | | | |
| Employed 2nd Qtr After Exit | 72.10 | 112.66 | 71.90 | 112.34 | 71.50 | 111.72 | 71.20 | 111.25 | 64.00 |
| Median Wage 2nd Quarter After Exit | \$4,756 | 98.06 | \$4,782 | 98.60 | \$4,826 | 99.51 | \$4,962 | 102.31 | \$4,850 |
| Employed 4th Qtr After Exit | 70.30 | 113.39 | 69.40 | 111.94 | 70.10 | 113.06 | 71.30 | 115.00 | 62.00 |
| Not Met (less than 90% of negotiated) | | | | | | | | | |
| Met (90-100% of negotiated) | | | | | | | | | |
| Exceeded (greater than 100% of negotiated) | | | | | | | | | |

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. Additionally, CSCF is interested in understanding how a regression model will be applied to local performance over the next four years.

(8) Describe indicators used by the LWDB to measure performance and effectiveness of the local fiscal agent (where appropriate), contracted service providers, and the one-stop delivery system in the local area (WIOA §108(b)(17)).

CSCF serves as the administrative and fiscal agent for 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 fiscal 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.

(9) Describe the definition of “self-sufficiency” used by your local area (WIOA §108(b)(1)).

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 2018 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 3.5 million households with income below the ALICE Threshold, which includes those at the Federal Poverty Level (100% FPL 2020 - \$12,760 for an individual; \$26,200 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 \$20,712 and \$55,164 for a family of four (two adults with one infant and one preschooler).

In the CSCF region, there are about 425,00 households that meet the ALICE definition, with the highest percentage of households in Osceola County (57%) and Orange County (47%). A survival budget in Orange and Osceola counties for a single individual is about \$22,872, and \$58,086 for a family of four, while the 2018 median income in the Orlando-Kissimmee-Sanford MSA is \$52,261 (*EMSI U.S. Census, Q42019*).

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 \$62,900 (HUD FY 2018 Income Limits, Median Family Income). 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, and allows the organization to upskill middle career employees that may give way to more middle-skilled opportunities that support CSCF’s niche customer. 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 F - Local Priority of Funds Policy .*

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 H 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. CSCF staff members support Adult Education partners by providing career services at the entity's location. 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. CCSF 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 and the Florida Virtual Entrepreneurship Center to connect entrepreneurs to resources to access capital, business growth resources, and incubator programs and services. Small business 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 that are housed at the National Entrepreneurship Center, to ensure their members can access workforce

business services.

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

(3) 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, 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 creating a manageable list from about 400 programs in PY 16-17 to 259 programs in PY 19-20 focused on high growth occupations and skills. Moving forward, CSCF will continue to work with its education partners to identify and support relevant programming. An area of improvement for our local system that is better coordination of Pell Grant resources to reduce program duplication and connection of those program completers to employment opportunities.

Over the last three years, CSCF has worked with Lake Sumter State College, Lake Technical College, the Technical Education Center of Osceola, Orange County Technical College, and Valencia College leadership to house CSCF Career Consultants on their respective campuses to deliver services and coordinate resources. By imbedding team members into the education setting, CSCF staff can more effectively document necessary information to document program performance which includes engage students into the support they require, manage enrollments,

counsel participants to completion, and connect 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 occupation as part of the systems efforts under the Career and Professional Education Act (CAPE), created by the Florida Legislature in 2007, 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 support a variety of secondary school efforts in the region by creating labor market presentations, providing industry-related data for new projects, and participating on advisory councils.

(4) Coordination of Transportation and Other Supportive Services: Describe how the local board coordinates workforce investment activities carried out under this title in the local area with the provision of transportation, including public transportation, and other appropriate supportive services in the local area (WIOA §108(b)(11)).

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.

(5) 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 engaged in services. Staff support consultation computer labs where customers begin their journey to achieving their employment goals and may complete an initial assessment to then move to the most appropriate activity or program – core or partner – that will address their needs with a high level of customer service. Individuals who receive unemployment compensation benefits 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.

(6) 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. Continued work is happening to collaborate to increase access to adult literacy activities, connect graduates to career pathways, and support increased high school diploma education attainment rates.

(7) 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.

Over the last four years, CSCF has focused the organization on improving the self-sufficiency of all residents in the region by targeting occupations and career pathways that are projected to grow in the region to support continued work attachment and increased wage opportunities. To ensure CSCF training activities were assisting individuals to realized increased wages, the Board set a goal in PY 18-19 to place all individuals who participated in training in employment opportunities

at an average of \$15 per hour or more. CSCF was able to achieve 95% of this goal, achieving an average wage of \$14.28 per hour, with placements in two of six targeted industries exceeding the goal. In PY 19-2 Q2, wages in four of six targeted industries are exceeding the goal of \$15 per hour or more. Moving forward CSCF is engaged in strategic discussions with OEP on its Broad-based Prosperity regional conversations and United Way's renewed efforts to address the needs of the region's ALICE population.

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 participant's 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.

.In 2019, CSCF partnered with the Department of Economic Opportunity, Department of Children and Families, and Second Harvest – a community-based organization that offers intentional workforce training – to develop a new effort to leverage SNAP dollars with local, non-federal funds to provide culinary training and support services to families receiving SNAP benefits. The goal of this new program is to serve approximately 40 individuals through June 30, 2020. CSCF and its partners are monitoring its learnings and expects to continue to improve this effort and add additional community-based training programs for this population.

- (8) Cooperative Agreements: Describe the replicated cooperative agreements (as defined in WIOA section 107(d)(ii)) between the local board or other local entities described in section 101(a)(11)(B) 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.**

CSCF has established cooperative agreements with Vocational Rehabilitation, Division of Blind Services, Adult Education and Family Literacy providers, the Migrant Seasonal Farmworker program in Orange County, Community Services Block Grant agencies, Senior Community Employment Services, and Career and Technical Education providers as required. The partners are focused on understanding:

- what services are delivered by each entity,
- if there are gaps in services;
- how best to leverage each organization's expertise; and
- how best to compliment service strategies?

Partner forums are scheduled quarterly to collectively work on the areas of interest and to ensure all partners follow funding requirements. Cross-training, information sessions, data sharing efforts, and shared employment outreach efforts are shared during Partner Forums. As the state further defines the roles of each core partner statewide, cooperative agreements will incorporate those items into a locally developed Memorandums of Understanding with local partners.

DESCRIPTION OF THE LOCAL ONE-STOP 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.**
- C. The local workforce development board, with the agreement of the chief elected official, shall develop and enter into a Memorandum of Understanding (MOU) between the local board and the one-stop partners.**

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)).

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

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)).

- 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.

Each of the region's career service center facilities are equipped to serve individuals with disabilities. As centers are upgraded, CSCF will maintain set ups 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.

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 Metrix 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 Marketplace (EFM), the One Stop Tracking System (OSST), Performance Funding Model dashboard, EFM data warehouse, internal customer management system, 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 VOS Greeter functionality to support customer check-in and services.

CSCF has implemented a call 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 improved connection to organization team members. 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. Consistent training on the state's managed systems, data collection protocols, and standardization of processes will be implemented over the next four years to increase staff's effectiveness in using these tools and creating better data with less variation.

(4) Competitive Selection of OSO: Describe steps taken to ensure a competitive process for selection of 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.

(5) System Improvement: Describe additional criteria or higher levels of service than required to respond to education/training needs, labor market, economic, and demographic conditions and trends in the local area (WIOA §108(b)(6)(A)).

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 decision-making 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.

DESCRIPTION OF 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. To 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) 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 E-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.

- 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.
- 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.

(3) Expanding Access to Employment: Describe how the local board, working with entities carrying out core programs, expanded access to employment, training, education and supportive services for eligible individuals, particularly eligible individuals with barriers to employment. This includes how the local board facilitates developing career pathways and co-enrollment, as appropriate, in core programs, and improves access to activities leading to recognized postsecondary credentials (including portable and stackable industry-recognized certificates or certifications) (WIOA §108(b)(3)).

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 is able to 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.

CSCF recognizes the need to cultivate community collaborations to address the need for additional supports for eligible individuals. Youth Navigators have been piloted to identify and engage opportunity youth in the last three years (PY 17-20) and will be reviewed for effectiveness and lessons learned by June 2020. 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.

(4) Key Industry Sectors: Identify how the LWDB aligns resources that support and meet training and employment needs of key industry sectors in the local area. Describe strategic or other policies that align training initiatives and Individual Training Accounts (ITAs) to sector strategies and demand occupations (WIOA §134(c)(1)(A)(v)).

CSCF engaged in research of the region's key industry sectors as part of its work to implement the expectations to align talent development strategies that meet the needs of these key sectors as intended in the Workforce Investment and Opportunity Act. Based on its research of high growth industries and the occupations that support them, CSCF aligned its training opportunities listed on its eligible training provider list (ETPL), the programs and training options enrolled, and its financial resources to six key industries – Construction, Healthcare, IT & Finance, Manufacturing, Trade & Logistics, and Hospitality & Tourism. The Board of Directors allocated its training activity resources by key industry and monitors enrollments in to training, placements, and dollars invested by industry.

CSCF monitors Board-established goals on a weekly basis through its organizational scorecard and review of budget-to-actual levels with service delivery leaders. If adjustments in training levels

or investment dollars invested are needed, staff present proposed changes to the Career Services Committee of the Board.

(5) 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);**
- B. Describe how sector strategies are founded on a shared/regional vision;**
- C. Describe how the local area ensures that the sector strategies are driven by industry;**
- 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**
- F. Describe how the local area measures, improves and sustains sector strategies.**

(A) 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;
- ESMI data analytics tool;
- U.S. and Florida Chambers of Commerce Foundation;
- Federal Reserve – workforce development;
- Orlando Economic Partnership; and
- Specific industry focused data.

(B) 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 be meet that need. CSCF engaged with the Construction industry to understand its training needs and gain 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. These 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) 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, 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 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) 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.

(6) In-demand Training: Describe how the local board 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)(G)(iii)).

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 of the region's high-growth industries are represented on the Board of Directors and regularly provide industry insights.

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

- A. Facilitate engagement of employers, including small employers and employers in in-demand industry sectors and occupations, in workforce development programs;**

B. Support a local workforce development system that meets the needs of businesses in the local area;

(A) The Board has a key priority – delivering talent acquisition strategies in high-growth industries – that closely aligning with the expectation under WIOA. CSCF has focused the organization's efforts on growing and retaining businesses and offering services that are more specialized than previously offered. 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) 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.

C. Better coordinate workforce development programs and economic development; and,

CSCF has dedicated two Economic Development Liaison positions to support ongoing collaborative efforts with the Orlando Economic Partnerships and Sumter County Economic Development. The role of the liaisons is to coordinate with economic development staff members to:

- Provide relevant labor market data, information about CSCF services, and how CSCF programs may assist businesses with hiring and/or training existing talent in all efforts;
- Provide appropriate services and resources to companies referred from the partners;
- Share information about EDC initiatives with internal business teams and businesses partnering with CSCF;
- Support economic development business outreach activities; and

CSCF is working with the Orlando Economic Partnership to increase its efforts to share data on industry and workforce trends and align strategic priorities that relate to developing the region's talent pipeline. This work has included such activities as participating in industry roundtables, supporting and engaging in the OEP Foundation's Broad-based Prosperity conversations, sharing insights with CSCF's Board of Directors.

D. Strengthen linkages between the one-stop delivery system and unemployment insurance programs (WIOA §134(c)).

CSCF offers job search assistance, resume writing, referrals to open positions, connection to training options, and access/information on unemployment compensation. Staff works individually with residents receiving unemployment insurance support 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.

- (8) Priority of Service:** Describe local policies and procedures to prioritize services for veterans, recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient for individualized career and training services in the adult program.

CSCF's Priority for Services Policy aligns with WIOA's intent to be flexible on how services are delivered **(See Attachment F – 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

(9) Training Services: Describe how training services are provided, including how contracts for training services are used, and how such contracts are coordinated with the use of ITAs (WIOA §134(c)(1)(A)(v)).

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 incumbent worker 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.

CSCF continues to evolve how it provides work-based learning activities as part of its training options. Work-based learning 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.

(10) Customer Choice Process: Describe processes the local board uses to ensure customer choice in the selection of training programs, regardless of how the training services are to be provided (WIOA §108(b)(19)).

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 period. 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.

(11) Individual Training Accounts: Describe the process and criteria for issuing Individual Training Accounts (ITAs) (WIOA §108(b)(19)).

A. Describe any ITA limitations established by the board;

B. Describe 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.

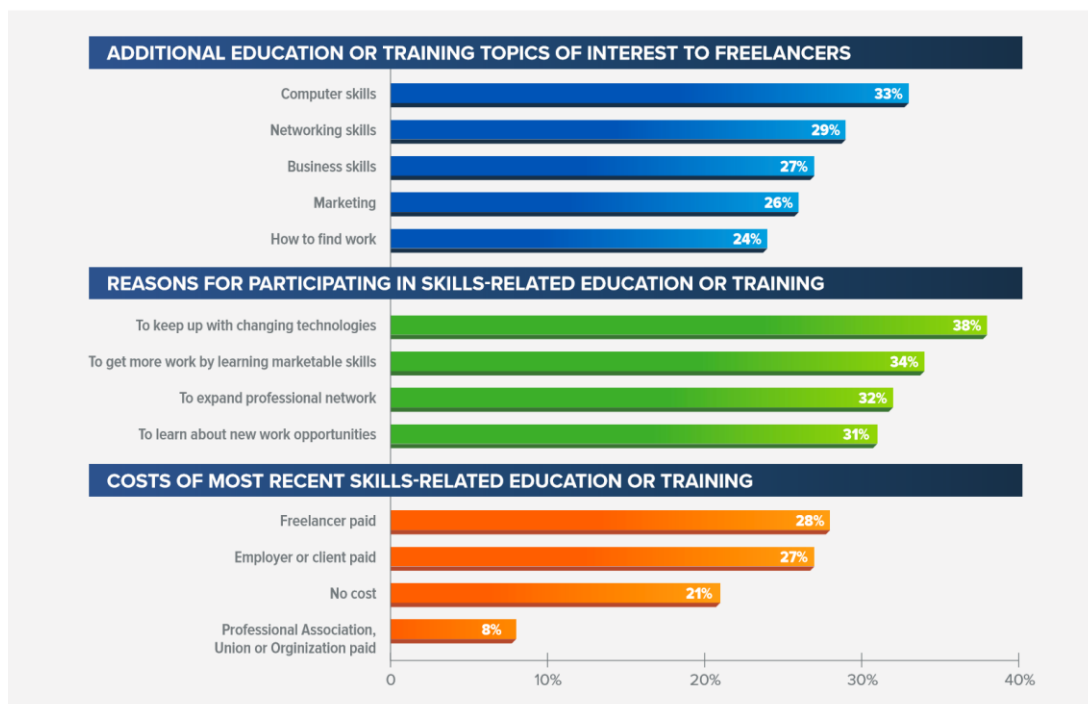
(A) Currently, ITA vouchers are capped at \$5,000 for occupation training in a high-growth industry. The maximum investment for direct customer costs includes the actual cost of tuition, books and training fees. The maximum amount does not include supportive services that may be provided to support participation in a program.

(B) Training programs are limited to less than two years in duration; therefore, training dollars will not pay for a full bachelor's, master's or doctorate degree program. Under CSCF's current policy for those currently enrolled in a bachelor's degree program (only those approved programs on the TOL), CSCF will pay for the last 30 credit hours of training. Funding for education and training beyond the baccalaureate level is limited to licensure/exam fees for targeted occupation list disciplines.

(12) Microenterprise and Entrepreneurial Training: Describe mechanisms currently in place or in consideration that provide microenterprise and entrepreneurial training. Describe mechanisms in place that support programs and co-enrollment, where appropriate, in core programs as described in WIOA section 134(a)(3)(A)(i) (WIOA §108(b)(5)).

As our region's economy continues to grow and interest in the "gig" economy deepens, CSCF has a continued interest in exploring opportunities for entrepreneurial training, learning more from entrepreneurs and freelance workers through the National Entrepreneurship Center and other like organizations, and its post-secondary partners. CSCF continues to develop relationships and explore opportunities to partner with a variety of community business support organizations, such as the Small Business Development Center, the Hispanic Business Initiative Fund, the African American Chamber, the University of Central Florida Incubator, and the Florida Virtual Entrepreneurship Center to explore promising practices to develop entrepreneurs. CareerSource Florida's "The Gig Economy and Florida's Workforce System" (2019) also offers some insights to how the workforce system could consider impacting the training needs of freelance workers.

TRAINING NEEDS OF FREELANCE WORKERS



Upwork and Freelancers Union, Freelancing in America, 2018

(13) 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 Economic Opportunity and other partners, including educational 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 the 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 to enhance an *existing apprenticeship program* that identified the need to add additional support to its Year 3 and 4 apprentices.
- 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.
- 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.

CSCF invites apprenticeship programs to deliver orientations and information session at its career centers and has promoted apprenticeships through its outreach and recruitment efforts. Apprenticeship information is available at all career centers.

(14) Other Program Initiatives: Describe services provided that include implementing initiatives such as incumbent worker training programs, on-the-job training programs, customized training programs, work-based training, industry and sector strategies,

career pathway initiatives, utilization of effective business intermediaries, and other initiatives supporting the board’s vision and strategic goals described in Section III WIOA §134(c).

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 two 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.

National Emergency Grant Program to Serve Individuals Impacted by Hurricane Maria:

CSCF began working with individuals affected by Hurricane Maria in September 2017. Initial efforts focused on placing individuals into employment and stabilizing families by connecting them to housing and other community services. In early 2018, CSCF changed its focus to address more intensive skill development needs of the target customer and increase access to education. The resources provided to CSCF through the Department of Economic Opportunity and the U.S.

Department of Labor provide acculturation workshops to understand mainland systems and workplace norms; entrepreneurial workshops and assistance; English language classes; work experience opportunities; support services, and traditional training scholarships. Since September 2017, CSCF has assisted more than 750 individuals, provided work experience opportunities to 166 individuals; and has placed about 200 individuals in employment at an average wage of \$15.44 per hour. CSCF continue to work with program participants and will end program activities in June 2020. The partnerships created through these grant activities will continue as CSCF's Osceola County office continues to see new families and workers migrate to Central Florida from Puerto Rico and the Virgin Islands.

(15) 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, acknowledgement of meeting performance or recommendations for improvement are reviewed and discussed during these meeting. 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 Operation Director. On an annual basis, by the Board's Career Services Committee reviews training provider performance (completion rates, placement rates, and average wages for those who complete programs) and ensure 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.

(16) Youth Program Design: Describe the design framework for local youth programs and how the 14 program elements required in §681.460 of the WIOA regulations are made available within that framework (WIOA §129(c)(1)).

- A. 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.” Describe how the local board 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 C.F.R. §681.290).**
- B. Define “requires additional assistance.” Describe how the local board defines the term “requires additional assistance” used in determining eligibility for WIOA-funded youth programs (20 CFR §681.300).**

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. 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.
- Activities are offered by cohort to create supportive learning environment for young adults to practice and leverage their leadership, communication, teamwork, and problem-solving skills. Participants will also have the opportunity to connect with community resources to understand how local system operate and learn about community impact.

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.

Youth Program Policy Definitions

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.

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 G*). 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.

PUBLIC COMMENT PROCESS

The plan and its attachments have been made available to the public through CSCF’s website and via email upon specific request. Public comment on the plan opened February 14, 2020 and ended March 14, 2020 via CSCF’s website – www.careersourcecf.com. Additionally, CSCF will keep the public comment period open to receive comments until the plan modification is approved by CareerSource Florida.

CSCF established an email address (CSCFStrategy@careersourcecf.com) to collect and allow staff to review public comments. Additionally, CSCF notified key stakeholders via email notices and newsletters of the opportunity to comment on the draft plan. There were no comments received during the comment period.

Attachments

- A. Interlocal agreement
- B. Bylaws
- C. Board appointments
- D. Conflict of Interest
- E. Contracting Policy and Procurement Policy
- F. Priority of Funds
- G. WIOA Youth-Eligibility and Enrollment
- H. Executed MOU for all One-Stop Partners
- I. One Stop Operators

ATTACHMENT A

JAN 05 2016 SLK/LC

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

This INTERLOCAL AGREEMENT is made and entered into by and between 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 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) (hereinafter referred to as 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; and

WHEREAS, the ACT supersedes the Workforce Investment Act of 1998 and amends other related laws; and

WHEREAS, the State of FLORIDA enacted the Workforce Innovation Act of 2000 and reaffirmed its intent in 2011 by establishing Chapter 445 of the Florida Statutes to re-designate regional workforce boards and require the development of procedures to increase accountability among workforce system partners; and

WHEREAS, CSCF has operated successfully as the administrative entity and fiscal agent for all programs and services promulgated under the Act and Florida's Workforce Innovation Act of 2000; and

STATE OF FLORIDA, COUNTY OF ORANGE
I HEREBY CERTIFY this is a copy of a document
approved by the BCC on JAN 05 2016
By MARTHA O. HAYNIE, COUNTY COMPTROLLER
for Deputy Clerk JAN 07 2016
Date
Sent



WHEREAS, the State of FLORIDA, pursuant to the ACT, has mandated the re-certification of local workforce development areas and local workforce development boards; and

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

NOW THEREFORE, we, 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/Chairman or a currently serving County Commissioner designated by the Mayor/Chairman.
- B. The CONSORTIUM shall elect from among its five (5) members, one member to act as Chairman of the CONSORTIUM and one member to act as the Vice Chairman.
- C. The Chairman of the CONSORTIUM shall act as the chief elected official for the local workforce development area.
- D. The CONSORTIUM designates CSCF as the local workforce development board ("CSCF Board").
- E. 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, which are attached hereto and incorporated by reference as a material part of this INTERLOCAL AGREEMENT as **Attachment "A."** 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.
- F. 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.

- G. 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.
- H. The CONSORTIUM shall approve the budget of CSCF Board each year during one of the required meetings which shall be processed by the CSCF Board in accordance with requirements set forth in Section 445.007, Florida Statutes.

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, 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 one-third of the appointments being made annually, pursuant to the bylaws of CSCF. Re-appointment for an additional three-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, and the Board member wishes to serve another term.

- 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 meeting as a liaison to the CSCF Board 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 section 107(d) of the ACT and Section 445.0007, Florida Statutes, CSCF shall:

1. Develop and submit the local plan to the Governor of Florida (section 118.107(d)(1) of the ACT).
2. Designate one-stop operators and providers (section 121 of the ACT).
3. Ensure the appropriate use, management, and investment of associated funds received to maximize performance outcomes (section 116 of the ACT).
4. Designate eligible providers of youth services, (section 123 of the ACT).
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. This provision shall be included in the CSCF corporate

documents.

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 INTERLOCAL 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 INTERLOCAL AGREEMENT contains all 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 INTERLOCAL AGREEMENT shall be deemed to exist.
- B. This INTERLOCAL 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

INTERLOCAL 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 Court or Clerk of the Board, as may be applicable.

C. The term of this INTERLOCAL AGREEMENT shall be from date of filing with the respective Clerks of the Court and Clerk of the Board after execution of all participating Counties, and shall remain in effect until May 3, 2022, unless otherwise modified in accordance with section C. above.

D. In the event of any changes in State or federal law wherein this INTERLOCAL AGREEMENT shall no longer be valid, this INTERLOCAL AGREEMENT shall be automatically deemed void.


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

[Signatures to follow on next page]


COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:



Neil Kelly, Clerk of the Board
of County Commissioners
of Lake County, Florida



Sean M. Parks
Chairman

This 6th day of Jan, 2016.

Approved as to form and legality:

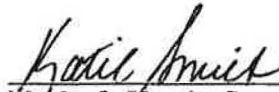



Melanie Marsh
County Attorney

COUNTY

ORANGE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:


Mariha O. Haynie, County Comptroller
As Clerk of the Board of County
Commissioners
of Orange County, Florida


Teresa Jacobs
Orange County Mayor

This 5th day of January, 2016.

Approved as to form and legality:

County Attorney



COUNTY

OSCEOLA COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Debra A. Dennis
Deputy, Clerk of the
Board of County Commissioners
of Osceola County, Florida
BCC approved 12/07/15

William J. Jones
Chairman

This 7th day of December, 2015.

Approved as to form and legality:

A


County Attorney



COUNTY

SEMINOLE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:


_____, Clerk of the
Board of County Commissioners
of Seminole County, Florida



John Horan, Chairman

This 10th day of December, 2015.

*Central Fl. Area Workforce Dev.
Consortium Interlocal Agmt*

Approved as to form and legality:



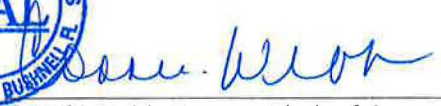
County Attorney

COUNTY

SUMTER COUNTY, through its
BOARD OF COUNTY COMMISSIONERS



ATTEST:


Connie Webb, Deputy Clerk of the
Board of County Commissioners
of Sumter County, Florida



Garry Breeden
Chairman

This 24th day of November, 2015.

Approved as to form and legality:



George Angeliadis
County Attorney

ATTEST:

Samuel Nalob

CENTRAL FLORIDA REGIONAL
WORKFORCE DEVELOPMENT
BOARD, INC.

Eric Jackson
Eric Jackson, Chairman

This 28 day of January, 2016.

ATTACHMENT B

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

This Corporation will be known as CareerSource Central Florida.

ARTICLE II

DEFINITIONS

- A. **Articles:** means the Articles of Incorporation of the Corporation including any amendments or restatements.
- B. **Corporation:** means Central Florida Regional Workforce Development Board, Inc. doing business as CareerSource Central Florida.
- C. **Board of Directors** or **Board:** means the Board of Directors of the Corporation.
- D. **Region:** means the five Florida counties served by the Corporation: Lake, Orange, Osceola, Seminole and Sumter.
- E. **Director:** means an individual member of the Board of Directors.

ARTICLE III

PURPOSE

CareerSource Central Florida 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 THE CORPORATION

1. General Powers. Except as limited by the Articles or these Bylaws, the Corporation 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. The Corporation 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 the Corporation 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 the Corporation;
- 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; and
- 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 the Corporation.

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 the officers of the Corporation;
- c. ensure accountable management of real and personal property and the general business of the Corporation, including authorization and approval of material contracts and agreements on behalf of the

Corporation, all in accordance with applicable law, the Articles and these Bylaws;

- d. establish policies, including monetary or other limits, within which the administration and staff of the Corporation may function independently, including any sale, lease, purchase or other transfer or disposition of any real or personal property of the Corporation, and how exceptions or over-limit transactions are handled;
- e. approve general rules and regulations for the administration of the Corporation and its personnel, and approve any substantial change in employee benefits of the Corporation;
- f. designate the person or persons authorized to make and sign bills, notes, checks, contracts, or other documents that are binding on the Corporation;
- g. establish and develop additional committees necessary or appropriate to fulfill the responsibilities of the Corporation's mission and purposes;
- h. approve the establishment, scope of activity and bylaws of any auxiliary organizations, advisory boards, development councils and other such related organizations;
- i. delegate authority to the President/CEO of the Corporation;
- j. develop and approve business plans;
- k. approve any affiliation by the Corporation with one or more entities in any partnership, joint venture or joint enterprise;
- l. authorize any change in the character or business purpose of the operations of the Corporation; and
- o. approve any merger or consolidation of the Corporation with any other organization or entity.

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 the year three (3) years 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.

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. 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 will serve the remaining term of the prior Director and may be re-appointed as provided in Section 2 of this Article.

ARTICLE VII OFFICERS AND THEIR DUTIES

1. Election of Officers. All officers will serve 1 year terms. The Chairman can serve for 2 consecutive terms. At the conclusion of the Chairman'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 the Corporation.

2. Removal of Directors and Officers. Any Director or officer may be removed by a vote of two thirds (2/3) of the Board at a properly noticed meeting whenever, in the judgment of the Board, the best interests of the Corporation will be served. Failure to attend (in person or by teleconference) at least seventy-five percent (75%) of the

regularly scheduled Board meetings or regularly scheduled committee meetings of which a Director is a member without approval by the Chairman of the Board may result in the immediate removal of any Director or officer.

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 the services performed by them for the Corporation as Directors. Directors may be reimbursed for expenses incurred when traveling on official business of the Corporation if approved by the Chairman of the Board. Such reimbursement must conform to the Corporation's established travel policy.

5. Duties of the Chairman. The Chairman will:

- 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 Chairman may opt to serve either as committee chairman or as a regular committee member; and
- d. perform all other duties assigned to the Chairman under these Bylaws and those usually pertaining to the office of Chairman.

6. Duties of the Vice Chairman: The Vice Chairman will:

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

7. Duties of the Treasurer. The Treasurer will:

- a. oversee the custody of all funds and securities of the Corporation and the collection of interest thereon;
- b. oversee the accounts of the Corporation 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 Chairman 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 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 the Corporation are 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 the Corporation and not a member of the Board of Directors. The President will be reviewed annually by the Executive Committee and the President’s salary and bonuses will be set by the Executive Committee. The President may only be terminated upon the recommendation of a majority of the members of the Executive Committee and a majority vote of the Board of Directors. The President will be the chief executive officer of the Corporation and will be responsible for the general and active management of the business and affairs of the Corporation, subject to the direction of the Executive Committee and the Board of Directors.

10. Chief Operating Officer. The Chief Operating Officer (“**COO**”) will be hired by the President with the advice of Executive Committee. The COO will not be a member of the Board of Directors, but will be an officer and full-time employee of the Corporation. The COO will direct, administer and coordinate the day-to-day activities of the Corporation 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 with the advice of the Chairman. The CFO will not be a member of the Board of Directors, but will be an officer and full-time employee of the Corporation. The CFO will direct the Corporation’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 approved by the Executive Committee.

ARTICLE VIII

BOARD COMMITTEES

1. Committees. The Board will create standing committees as follows: Executive, Finance, Audit, Career Services , Governance, , and Community Engagement. In addition, the Chairman 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 the Corporation's business. The Chairman of the Board will make appointments to all committees and will appoint the chairman of each committee. Any committee may include members appointed by the Chairman of the Board who are voting members of the committee but not members of the Board of Directors. 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 Chairman 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 the Corporation's business between meetings of the Board of Directors. The Chairman of the Board may choose to serve as chairman of the Executive Committee or may choose to appoint another member of the Executive Committee to serve in such capacity. In the event that the Chairman of the Board chooses not to serve as Chairman of the Executive Committee, he or she will serve as a voting member of the Executive Committee. After completion of the Chairman term, he or she will serve on Executive Committee for 1 year as Immediate Past Chairman. Except as otherwise set forth in these Bylaws, the Executive Committee will serve as the personnel 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 Chairman 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 the Corporation;

controlling and supervising the financial affairs of the Corporation; overseeing the Corporation's retirement plan; and approving budgets and budget amendments.

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

- a. overseeing the annual audit(s) of the Corporation's programs required under applicable laws, regulations or directives (including OMB Circular A-133), including selection of the auditor and approval of annual audit plans;
- b. providing oversight of the Corporation through review of monitoring reports and audits of the Corporation;
- 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 the Corporation's responses to any adverse findings regarding the financial affairs of the Corporation, 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, the Corporation'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 the Corporation's ethics and conflict-of-interest policies and procedures and, whenever the Chairman 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 Chairman of the Board of Directors and will consist of members appointed by the Chairman of the Board. The Career Services Committee will oversee the Corporation's operations plan as part of the Workforce Innovation and Opportunity Act ("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 Chairman of the Board of Directors and will consist of

members appointed by the Chairman of the Board. The Governance Committee will be responsible for reviewing the Corporation's Articles and By-laws and recommending changes to the Board of Directors; identifying a process to recruit board members and officers; and evaluating the Board's effectiveness.

7. 8. Community Engagement Committee. The Community Engagement Committee will be chaired by a Director appointed by the Chairman of the Board of Directors and will consist of members appointed by the Chairman of the Board representing expertise in outreach marketing and media relations. The Community Engagement Committee will recommend strategies and policies to ensure the Corporation 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 of this Corporation will be held in 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 Chairman 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 of the Corporation 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. The Corporation's meetings will be publicly announced 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 newly revised.

6. Quorum. A quorum for all Board meetings will require that at least fifty percent (50%) of the Board members be present. 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.

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 to vote at any meeting of the Corporation, 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 the Corporation'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, either of which must be approved by a vote of two-thirds (2/3) of the Board's total membership:

- a. amendments to these Bylaws (as provided under Section 13 below); and
- b. any contract or agreement between the Corporation and a Director, a relative (as defined in s. 112.3143[1][b], 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 the Corporation'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 subrecipient contracts will be in accordance with applicable federal and state law and regulations. The Corporation's accounts and records will be audited annually by a firm of certified public accountants at the expense of the Corporation; and a copy will be available on request for each Director to review.

11. Investments. Any investments of funds of the Corporation 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 the Corporation will be July 1 to June 30.

13. Amendments to Bylaws. Amendments to these Bylaws of the Corporation may be proposed by any member of the Board of Directors. The Board of Directors, by a two thirds (2/3) vote of the its membership, 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. The Corporation 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. The Corporation 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 the Corporation 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 the Corporation 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 the Corporation, 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, the Corporation will nevertheless indemnify each director and officer of the Corporation to the fullest extent permitted by portions of this section not invalidated and to the fullest extent permitted by law.

17. D&O Insurance. The Corporation will purchase and maintain in full force and effect a policy or policies of directors and officers insurance covering its Directors and officer 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 addition, the Corporation may purchase and maintain insurance on any person

who is or was a Director, officer, employee, or agent of the corporation 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 the Corporation would have the power to indemnify the person against such liability under the provisions of Section 16 of this Article.

ATTACHMENT C

TOTAL NUMBER OF ACTIVE BOARD MEMBERS: 30
NUMBER OF VACANCIES: 1
EFFECTIVE DATE: 12/2/19

REGIONAL WORKFORCE BOARD (RWB) MEMBERSHIP

REGION NAME: Central Florida Regional Workforce Development Board, d/b/a/ CareerSource Central Florida REGION NUMBER: 12

| NAME OF RWB MEMBER | AREAS (S) OF REPRESENTATION | COUNTY LOCATION | ORGANIZATION | PERIOD OF APPOINTMENT |
|---------------------|-----------------------------|-----------------|---|-----------------------|
| Albu, Andrew | BU | Orange | Albu & Associates | 7/1/18 - 6/30/21 |
| Ball, Steve | BU | Orange | Holland & Knight | 7/1/17 - 6/30/20 |
| Bough, Paul | BU | Orange | Berkeley Research Group | 7/1/19 - 6/30/22 |
| Brandon, Wendy | BU | Orange | UCF Lake Nona Medical Center | 7/1/17 - 6/30/20 |
| Havard, Mark | BU | Orange | Hyatt Regency Orlando | 7/1/19 - 6/30/22 |
| Alancastro, Alan | BU | Orange | Orlando Utilities Commission | 7/1/18 - 6/30/21 |
| Jackson, Eric | BU <i>Small Business</i> | Orange | Total Roof Services Corp. | 7/1/17 - 6/30/20 |
| Wood, Jody | BU | Orange | Walt Disney Parks & Resorts | 7/1/19 - 6/30/22 |
| Olson, Sheri | BU | Lake | South Lake Hospital | 7/1/18 - 6/30/21 |
| Orr, Brian | BU | Lake | Kalos Service, Inc. | 7/1/19 - 6/30/22 |
| Sprinkle, David | BU | Seminole | Veritas Recruiting Group, LLC | 7/1/18 - 6/30/21 |
| Sweat, Richard | BU <i>Small Business</i> | Seminole | .decimal | 7/1/19 - 6/30/22 |
| Walton, Matt | BU | Seminole | MiGre Engineers, LLC | 7/1/18 - 6/30/21 |
| Walter, Larry | BU | Osceola | Hanson, Walter & Associates, Inc. | 7/1/18 - 6/30/21 |
| Wilson, Christopher | BU | Sumter | Cemex | 12/2/19 - 6/30/22 |
| Wylie, Mark | BU | Osceola | Central Florida Chapter Associated Builders and Contractors, Inc. | 7/1/17 - 6/30/20 |
| Turlington, Daniel | BU | Sumter | Primus, Pipe & Tube | 7/1/18 - 6/30/21 |

| NAME OF RWB MEMBER | AREAS (S) OF REPRESENTATION | COUNTY LOCATION | ORGANIZATION | PERIOD OF APPOINTMENT |
|---------------------|--|-----------------|---|-----------------------|
| Casel, Glen | WOY (CBO representing Youth) | Multi-county | Embrace Families (<i>formerly Community Based Care of Central Florida</i>) | 7/1/19 – 6/30/22 |
| Culpepper, Diane | ETPA | Multi-county | Lake Technical College | 7/1/17 – 6/30/20 |
| Des Angles, Kiera | GRVRD | Multi-county | Division of Vocational Rehabilitation, Florida Department of Education | 7/1/18 – 6/30/21 |
| Ford, Wendy | CBO | Osceola | Osceola County on Aging | 7/1/19 – 6/30/22 |
| Gill, John | WOD (CBO representing Individuals & Disabilities) | Multi-county | Quest, Inc. | 7/1/19 – 6/30/22 |
| Guillet, Nicole | GRED | Seminole | Seminole County Government | 7/1/17 – 6/30/20 |
| Gyllin, John | ETPA | Seminole | Seminole State College | 7/1/18 – 6/30/21 |
| Hayward, Jeff | WOD/WOV (CBO representing Disabilities/Veterans) | Multi-county | Heart of Florida United Way | 7/1/17 – 6/30/20 |
| Plinske, Kathleen | ETPC | Multi-county | Valencia College | 7/1/18 – 6/30/21 |
| Sullivan, Jim | WOLO/WOJ | Multi-county | Central Florida Electrical Joint Apprenticeship & Training Committee (J.A.T.C.) / Central Florida AFL-CIO | 7/1/17 – 6/30/20 |
| Trnka, Jane | ETPC | Multi-county | Rollins Crummer Graduate School of Business | 7/1/19 – 6/30/22 |
| Trombetta, Al | WOLO/WOJ | Multi-county | International Union of Painters & Allied Trades, Florida Finishing Trades (IUPAT DC 78) | 7/1/17 – 6/30/20 |
| Ushkowitz, Eric | GRED | Orange | Orange County Government | 7/1/18 – 6/30/21 |
| Washington, Sharron | GRO | Multi-county | Florida Department of Children & Families | 7/1/19 – 6/30/22 |

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 Peyser (GRO) function
- OTHER – Other (please specific group/program being represented) (optional)

ATTACHMENT D



**DISCLOSURE OF BOARD MEMBER'S OR EMPLOYEE'S
CONFLICT OF INTEREST IN PROCUREMENT/CONTRACTING**

I, _____, am a board member / a committee member / an employee of the board (circle one). I hereby disclose that:

I could benefit financially from the following procurement/contract (provide name of parties to contract and description of the contract):

I could benefit financially from the procurement/contract in the following manner:

"Benefit financially from a procurement or contract" means that 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, other than an agency as defined in s. 112.312(2), 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/Committee Member/Employee

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS, COMMITTEE MEMBERS AND BOARD EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD'S VOTING TO APPROVE THE PROCUREMENT/ CONTRACT; BOARD MEMBERS WHO BENEFIT FINANCIALLY OR WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST ABSTAIN FROM THE VOTE, AND THE PROCURMENT/CONTRACT MUST BE APPROVED BY A 2/3 VOTE OF THE ENTIRE BOARD. 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.

ATTACHMENT E



CONTRACTING POLICIES AND PROCEDURES

Effective July 1, 2019

Revised:



OFFICIAL POLICY DOCUMENT

Department: Finance

Revised:

Policy Name: Contracting Policies and Procedures

Date Effective: 7/1/19

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, work experience, 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 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. 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
- v. 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.

- vi. 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.
- vii. 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.
- viii. Proposals will be reviewed by staff for responsiveness. Nonresponsive proposers will be notified in accordance with the terms of the solicitation.
- ix. 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).
- x. 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.
- xi. 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.
- xii. 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).
- xiii. 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.
- xiv. 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)

- xv. 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.
- xvi. Other proposals for program services must generally be presented to the oversight committee for that good or service.
- xvii. 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.
- xviii. 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):
 - RFQ/RFP
 - Proof of public notice
 - Correspondence related to notification of prospective bidders and/or bidder list
 - Proposals submitted
 - Procurement log
 - Evaluation documentation
 - Conflict of Interest Statement
 - Debarment list clearance (if applicable)
 - Minutes of committee and Board approval (if applicable)
 - 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; then the hard-copy file will be sent to off-site storage.

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 200.330)

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 §200.338 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 200.330 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:

| Factor | Vendor | Subrecipient |
|------------------------|---|--|
| 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 CareerSource Florida Inc.
- 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 CareerSource Florida Inc. 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 and CareerSource Florida Inc. 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 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 the contract 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 Executive Vice President 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: _____ CFDA Number: _____ | Prepared by: _____ 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)

- (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/es/purchasing.htm>.

| | | |
|------------|-----------|---|
| <u>YES</u> | <u>NO</u> | |
| _____ | _____ | 1. 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: _____

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

| Program Year _____ | | | |
|------------------------------------|--------------------------------|--------------------|----------------------|
| Proposer | # of Participants Served | Contract Amount | Cost per Participant |
| | | | |
| | | | |
| | | | |
| Average cost per participant | | | |

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 |
|------------------------|---------------------------|--|--|---------------|----------|
| SALARIES | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| FRINGE BENEFITS | | | | | |
| | | | | | |
| OTHER COSTS | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| PROFIT | | | | | |
| | | | | | |
| TOTAL COSTS | | | | | |



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



OFFICIAL POLICY DOCUMENT

Department: Finance

Revises:

Policy Name: Procurement Policies and Procedures **Date Effective:** 7/1/19

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.

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. Breaking down 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 under \$5,000 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 \$5,000 and above 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 to be procured are available only from a single source; (2) organizational exigency or emergency where the urgency for the purchase will not permit the additional time needed for competitive solicitation; or (3) 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 (micro-purchases) may be awarded without soliciting competitive quotations if CareerSource considers the price to be reasonable. To the 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 Board of Directors 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) 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.
- i) 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.
- j) 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.
- k) The cost plus a percentage of cost or percentage of construction costs methods of contracting shall not be used.
- l) For fixed amount subawards up to the Simplified Acquisition Threshold (\$150,000), 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.

- m) 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 \$25,000, 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.
 - 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 \$3,500 (micro-purchase) may be awarded without soliciting competitive quotations if CSCF considers the price to be reasonable. To the extent practicable, the micro-purchases will be distributed equitably among qualified suppliers. If applicable, this Formstack is required. If your purchase exceeds \$3,500, 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 \$3,500 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

| | |
|--|---|
| Vendor :GOVCONNECTION GOVCONNECTION, INC BOX 81018 WOBURN, MA 01813-1018 | Ship-to-Address 707 Mendham Blvd., Suite 250 Orlando, FL 32825 (407) 531-1222 Ext Finance Department |
| Document Information 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 | Certification 3 Documents Quotes Required Benefit Need Renewal Terms 30 day terms |

Comments : This PO is to renew WCF's current Barracuda's support for 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 – Other Individual Items

For the Equipment and other capital expenditure cost item, 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.

Request Date:

TO: DEO Grants Management Section

Requesting Entity:

Local Capitalization Threshold: \$

Prior Approval for: Cost Item(s) Administrative Requirement

Is this a request for retro-active approval? Yes No
If yes, enter action date:

Applicable OMB Circulars: Common Rule/OMB A-87 OMB A-110/A-122

DEO Use Only:

Approved Declined

Disposition Date:

Narrative Summary: *[Provide sufficient description and other information here for the specific prior approval requested to allow the Department to determine whether the request is necessary and reasonable for the program. For example, if you are requesting new equipment you would need to demonstrate the necessity of the addition, describe how you currently operate without the equipment, and explain how the addition of the equipment will enhance your productivity or reduce costs, an explanation of your cost/price analysis, etc.]*

Cost Summary: *[Where applicable, provide estimated cost amount here. Include line item detail of expenditure(s), if needed. If more room is needed, please attach additional information to this request form. \$*

Proposed Funding Source: ***[Where applicable, provide estimated funding source/grant program here. Generally you should specify that the purchase will be charged to programs in accordance with your approved cost allocation plan.]***

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.]

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 PERSON COMPLETING FORM:

DATE SIGNED:

ADDITIONAL INFORMATION ATTACHED: YES ☐ NO ☐

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

| | |
|---|--|
| Tracking Number: | |
| Date Packet Provided: | |
| Contract or Purchase Order Provided: | |
| AWI Review Complete: | |

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.

| | |
|---------------------------------------|--|
| Payment Due Date | |
| Procurement Source | |
| Vendor/Provider Name | |
| Vendor/Provider Invoice Number | |
| Funding Source | |
| Amount | |
| Justification | |
| Purpose of Payment | |

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 |
| COO** | Authorized | \$150,000 | \$150,000 | \$150,000 | Authorized |
| VP of Finance/Accounting | None | \$5,000 | None | None | None |
| Department Directors | Authorized | \$5,000 | 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, one of the original signatures must be by the Board Chair. A signature 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).

ATTACHMENT F



POLICY TITLE: WIOA Priority of Funds Policy
POLICY NUMBER: WIOA 02

| | | |
|--|--|--------------------------------|
| Author: Tiffany Osborne, Director of Planning Strategic Initiatives | Effective Date: 2/03/2019 | Revision Date: 2/3/2020 |
| Description of Revision(s): | Update Lower Living Standard Income Level (LLSIL) table for WIOA per DEO Communique dated 2/1/19, and links 8 & 9 updated Self Sufficiency data using ALICE and HUD reports, Inquiries | |
| Approval: | Mimi Coenen, Chief Operations Officer | |
| Signature: |  | |

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)(B)
8. Lower Living Standard Income Levels (LLSIL) –
http://www.floridajobs.org/docs/default-source/2015-communicue/memo_poverty-and-llsil_2015.pdf?sfvrsn=494f67b0_2
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.

B. 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.

| Family Unit Size | Annual Income Threshold (200% of Poverty Level - Metro) |
|------------------|---|
| 1 | \$24,280 |
| 2 | \$32,920 |
| 3 | \$41,560 |
| 4 | \$50,200 |
| 5 | \$58,840 |
| 6 | \$67,480 |
| 7 | \$76,120 |
| 8 | \$84,760 |

C. 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.

D. 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.

E. 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.org/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 A: WIOA Qualification Guide

| 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"> • Disabled • English language learners • Justice Involved (Ex-offender—currently or previously involved with law enforcement) • Native Americans, Alaska Natives and Native Hawaiians • Individuals who are basic skills deficient • Individuals facing substantial cultural barriers • Individuals within two years of exhausting the lifetime eligibility for TANF assistance • Long-term unemployed individuals (not employed in the last 27 weeks) • Low Income individuals are defined as: <ul style="list-style-type: none"> a. An individual receiving, or who in the past six month, 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 e. A disabled individual whose own income meets the definition of low income regardless of family income • Older individuals, aged 55 or older • Migrant and/or seasonal farmworkers • Single parents • Single pregnant women • Youth who are in or have aged out of the foster care system |

| Fund | Age | Work Status | Veteran Status | Selective Service | Barriers |
|---------------------------|------------------------|--|---|---------------------------------|---|
| WIOA Dislocated Worker | There is no age limit. | <p>Dislocated Worker Category 1:</p> <ul style="list-style-type: none"> 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. <p>Dislocated Worker Category 2:</p> <ul style="list-style-type: none"> 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. <p>Dislocated Worker Category 3:</p> <ul style="list-style-type: none"> 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. <p>Dislocated Worker Category 4:</p> <ul style="list-style-type: none"> Is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days. <p>Dislocated Worker Category 5:</p> <ul style="list-style-type: none"> 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. <p>Dislocated Worker Category 6:</p> <ul style="list-style-type: none"> 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 | 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>Dislocated Worker Category 7:</p> <ul style="list-style-type: none"> Is a spouse of a member of the Armed Forces on active duty, <u>and</u> who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member. <p>Dislocated Worker Category 8:</p> <ul style="list-style-type: none"> Is the spouse of a member of the armed forces on activity duty and who is unemployed or underemployed <u>and</u> is experiencing difficulty in obtaining or upgrading employment. | | | |
|--|--|--|--|--|--|

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 9th 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)(G)) – 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;
 - i. 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.
 - ii. 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.


ATTACHMENT G

ATTACHMENT H

ATTACHMENT I



POLICY TITLE: WIOA Youth- Eligibility and Enrollment
POLICY NUMBER: WIOA 04

| | | |
|--|--|--------------------------------|
| Author: Tiffany Osborne, Director of Planning and Strategic Initiatives | Effective Date: 1/1/2017 | Revision Date: 2/3/2020 |
| Description of Revision(s): | Updates made to: Youth who lacks work experience Out of School Youth High Poverty Area: Five Percent Exception: Application/Enrollment: VIII. Inquiries to director of Youth Services | |
| Approval: | Mimi Coenen, Chief Operations Officer | |
| Signature: |  | |

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 (WIOA).

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
 - ISY 14-21
 - 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:
 - Public assistance or food stamp recipient
 - Foster child
 - Homeless
 - Annual income calculation – See Attachment B for the Lower Living Standard Income Level (LLSIL) Guidelines for PY 16-17
 - 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 or youth family member that is considered to be a Migrant Seasonal Farmworker
- Youth who lack 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
- Parent absent due to deployment

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
 - Parent absent due to incarceration, or treatment facility for substance abuse or mental health
 - Parent absent due to deployment

If the youth is a high school graduate or obtained a GED, the following is required:

- Determined low income as indicated by:
 - Public assistance or food stamp recipient
 - Foster child
 - Homeless
 - 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

4. 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.

5. Adult Children Living at Home with their Parents:

An unmarried youth, who is living with their parent(s) must meet all four of the requirements below to be considered a member of the parent's family.

1. Relationship- The child, step child, or foster child, must meet the definition of a WIOA family.
2. 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.
3. 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
4. Support- The child did not provide more than one-half of his/her own support for the year.

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.

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 Director of Youth Operations.

Youth File Documentation:

Files will contain the following:

- WIOA Application signed
- 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- signed
- Customer Complaint/Grievance Procedures-signed
- Authorization and Release for Media-signed
- CSCF Incentive Policy-signed
- TABE Test-if required

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 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 within 6 months prior to the date of registration or based on their education track.

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 (EF) 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 EF.

VII. ATTACHMENTS/REFERENCES

Attachment A: Youth Low-Income Eligibility Guide

Attachment B: PY 16-17 Lower Living Standard Income Level Guidelines

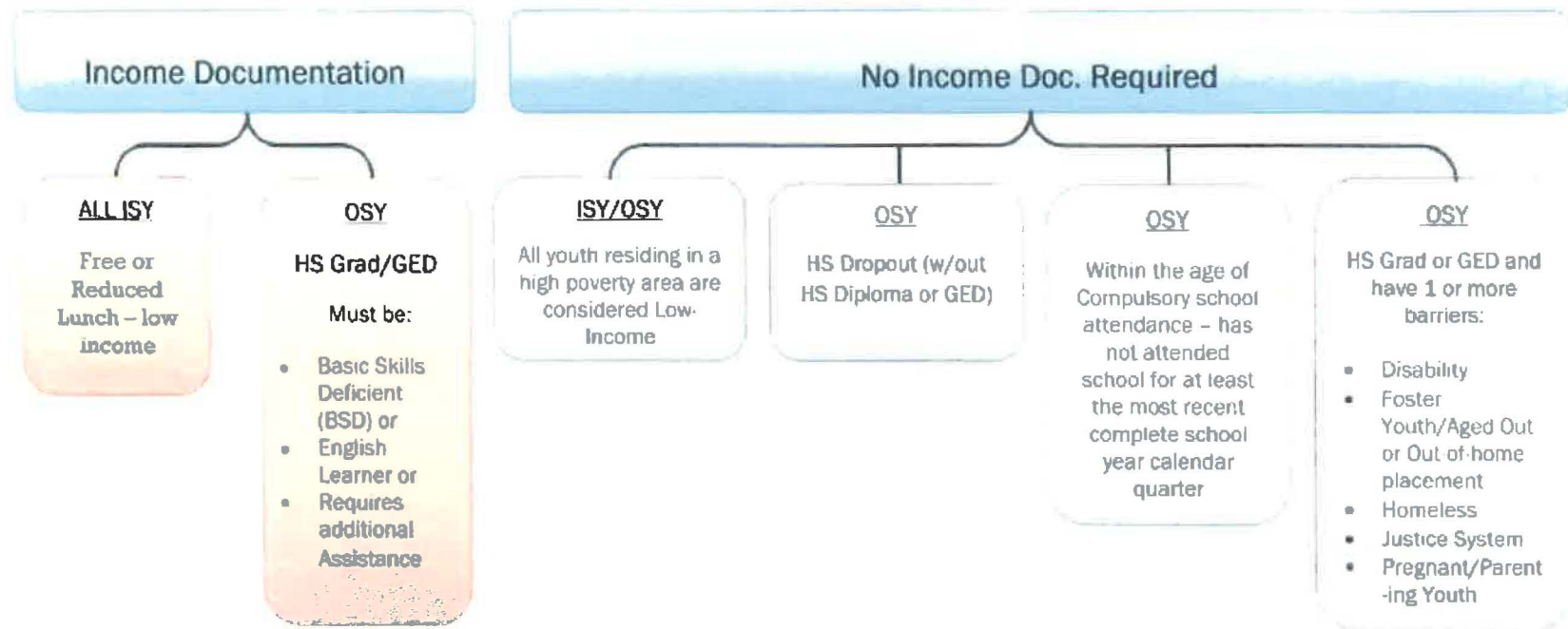
VIII. INQUIRIES

Questions regarding this policy should be directed to the Director of Youth Services or Director of Planning and Strategic Initiatives. Any updates to this policy will be communicated through the Chief Operations Officer or their designee and noted on the policy.

Attachment A

YOUTH LOW-INCOME ELIGIBILITY

Low income is not a requirement to meet eligibility for most categories of OSY under WIOA



Attachment B
Lower Living Standard Income Level and Poverty Guideline for PY 19-20

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.

| Family Unit Size | Annual Income Threshold (200% of Poverty Level - Metro) |
|------------------|---|
| 1 | \$24,280 |
| 2 | \$32,920 |
| 3 | \$41,560 |
| 4 | \$50,200 |
| 5 | \$58,840 |
| 6 | \$67,480 |
| 7 | \$76,120 |
| 8 | \$84,760 |

ATTACHMENT H

CAREERSOURCE CENTRAL FLORIDA

Operational Document Routing Sheet

DOCUMENT TYPE:

☒ MOU ☐ Letter of Support ☐ Amendment ☐ Other: _____

REQUESTING DEPARTMENT:

Department: Operations

ORGANIZATION: AARP Foundation SCSEP

Name: Demetrios Antzoulatos VP of Finance, Operations & Grants

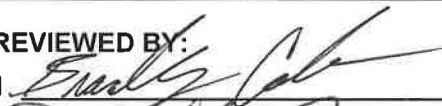
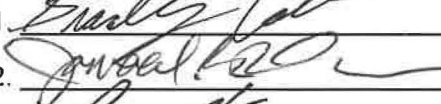
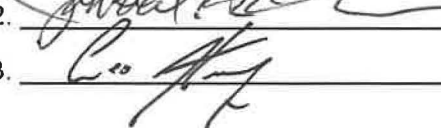
Name: Bradley Collor

Brief Description:

AARP Foundation SCSEP is a required partner under Workforce Innovation Opportunity Act (WIOA). This partnership will support our comprehensive One-stop.

Any financial obligation or funding commitment? ☐ Yes ☒ No (If yes, financial approval needed.)

REVIEWED BY:

1.  Date: 9/13/19
2.  Date: 9/20/19
3.  Date: 9-25-19

ADDITIONAL COMMENTS:

MEMORANDUM OF UNDERSTANDING
ONE-STOP CAREER CENTER
BY AND BETWEEN CAREERSOURCE CENTRAL FLORIDA
AND
AARP Foundation SCSEP

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into by **AARP Foundation SCSEP** (hereafter referred to as the Partner) and CareerSource Central Florida (hereafter referred to as "CSCF").

II. 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 MOU is to describe the cooperative workforce training, employment and economic development efforts of CSCF and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-Stop System.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Local Workforce Area 12 (LWA 12). In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current One-Stop 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.

III. PROVISION OF SERVICES

A. CSCF is designated as the administrative entity by the Central Florida Regional Workforce Development Board, Inc.-Region 12 as the grant recipient, administrative entity, and fiscal agent for LWA 12. CSCF will perform the following functions:

1. Review this MOU 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 One-Stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop 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 that 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 One-Stop System.

4. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop 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 CSCF core values and maintain a professional working environment.

7. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CSCF to provide access to its workforce services and programs through the One-Stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop System.

2. Coordinate with CSCF to ensure that 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 One-Stop System.

3. Coordinate with CSCF for the funding of the infrastructure costs of the One-Stop 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 One-Stop System.

5. Provide CSCF with monthly outcome numbers for performance data tracking.

6. Provide feedback to CSCF management regarding the performance of the partnership, including its effectiveness and success.

7. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CSCF staff.

IV. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability

of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop system.

V. CONFIDENTIALITY OF RECORDS

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

VI. 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.

VII. TERM

This MOU is effective **July 1, 2019 through June 30, 2020** and will be reviewed and renewed annually for successive one-year terms. This MOU may be terminated for convenience at any time by either party upon sixty (60) days written notice. Neither this MOU 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.

VIII. MERGER

This MOU 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.

IX. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CSCF, the Partner, and the Central Florida Regional Workforce Development Board, Inc.-Region 12 and no third party is an intended beneficiary.

X. MONITORING

CSCF the Local WDB, 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 that:

- ❖ Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
- ❖ Those laws, regulations, and policies are enforced properly,
- ❖ Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- ❖ Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- ❖ Appropriate procedures and internal controls are maintained, and record retention policies are followed, and

- ❖ All MOU terms and conditions are fulfilled.

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

XI. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Parties to this MOU 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.

XII. INDEMNIFICATION

All Parties to this MOU 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 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 Local WDB and the 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 the Local WDB or the One-Stop operator. SCSEP participants are NOT AARP Foundation "agents or employees" for purposes of indemnification when they are on site and under the control of CareerSource

XIII. SEVERABILITY

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

XIV. DRUG AND ALCOHOL-FREE WORKPLACE

All Parties to this MOU 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.

XV. 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.

XVI. 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.

XVII. PRIORITY OF SERVICE

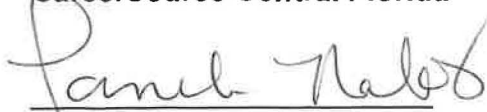
All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec 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.

XVIII. GOVERNANCE

The accountability and responsibility for the One-Stop System's organizational activity and accomplishments will rest with CSCF, its Board of Directors and the Central Florida Regional Workforce Development Board, Inc.- Region 12. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the CSCF Board in partnership with the Central Florida Regional Workforce Development Board, Inc.-Region 12 shall conduct oversight with respect to the One-Stop System.

SIGNATURES

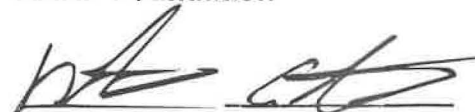
CareerSource Central Florida



Pamela Nabors
President/CEO

5-26-19
Date

AARP Foundation



Demetrios Antzoulatos
VP-Finance, Operations & Grants

8-1-19
Date

**INFRASTRUCTURE AGREEMENT
ONE-STOP CAREER CENTER SYSTEM
BY AND BETWEEN CAREERSOURCE CENTRAL FLORIDA
AND
AARP Foundation SCSEP**

I. PARTIES

This Infrastructure Agreement ("IFA") is made pursuant to the Workforce Innovation Act of 2014 ("the Act"), and is entered into by **AARP Foundation SCSEP** and CareerSource Central Florida ("CSCF").

The contact information for Partner is as follows:

| | |
|-------------------|--------------------------|
| Name: | David Leopard |
| Title: | Area Director |
| Telephone: | 941-255-8409 |
| Email: | DLeopard@aarp.org |

II. PURPOSE

The Workforce Innovation & Opportunity Act (WIOA) 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 American Job Center (AJC) One-Stop customer delivery system. The AJC One-Stop system assures coordination between the activities authorized in and linked to the Act.

WIOA requires Local Workforce Development Boards (LWDB) to develop and finalize Infrastructure Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this agreement is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the AJC One-Stop customer delivery system. The Parties to this Infrastructure Agreement (IFA) agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- 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,
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and

- Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the One-Stop centers and relative benefits received, and requiring that 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 Partners consider this One-Stop operating budget the master budget that is necessary to maintain the high standard One-Stop delivery system. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- Career services, and
- Shared services.

All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a quarterly basis. The One-Stop operating budget is transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiated in good faith and sought to establish outcomes that are reasonable and fair.

III. PARTNERS

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

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

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

IV. ONE-STOP OPERATING BUDGET

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One Stop Centers. The Local Workforce Development Board based the budget on all cost associated with operating the American Job Center.

Below is the overall estimated annual operating budget for the local AJC One-Stop system:

| Comprehensive AJC (CSCF-Gateway Career Center Location) | | Revised |
|--|-----------------------------------|---------------------------------|
| IFA Budget PY 19 (AJC One-Stop Operating Budget) | | 3-6-19 |
| Description | | Estimated IFA Budget |
| INFRASTRUCTURE COSTS | | |
| Office Rent / Lease | | \$247,533.00 |
| Utilities | | \$19,589.00 |
| Repairs & Maintenance | | \$3,598.00 |
| Janitorial Services | | 31,404.00 |
| Furniture/Equipment associated with furniture | | - |
| Copy machine usage / maintenance | | \$9,144.00 |
| IT Wide Area Network | | \$8,434.00 |
| | | |
| Indirect Program (IT, telephones, etc.) | | \$35,312.00 |
| | TOTAL INFRASTRUCTURE COSTS | \$355,016.00 |
| ADDITIONAL COSTS | | |
| Career Services - Resource Room (4) | | \$196,152.00 |
| SHARED SERVICES | | |
| Security | | \$39,000.00 |
| | | |
| One Stop Operator | | \$65,000.00 |
| | | \$104,000.00 |
| TOTAL INFRASTRUCTURE COSTS | | \$355,016.00 |
| TOTAL ADDITIONAL COSTS | | \$196,152.00 |
| TOTAL SHARED SERVICES | | \$104,000.00 |
| TOTAL ONE-STOP OPERATING BUDGET | | \$655,168.00 |
| FTEs Supporting the AJC (as of 6-5-19) | | 33.305 |
| Cost Per FTE = \$655,168.00/33.305 FTEs (as of 6-5-19) | | \$19,672.00 |
| Direct Linkage = 0.2 x Cost Per FTE (as of 6-5-19) | | \$3,934 |

V. COST ALLOCATION METHODOLOGY

All required Partners have agreed to provide access to their programs in the comprehensive One-Stop 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 A (Partner On-site Representation Schedule) and will fund operating costs based on a percentage of the partner's annual FTE. (All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a quarterly basis.)

Required partners who have elected not to have staff co-located in the AJC will utilize a "direct linkage" that will allow customers to connect with partner 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).

The LWDB selected the cost allocation bases to determine overall Partner 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 AJC and relative benefits received.

As outlined in the MOU, the costs of the infrastructure of AJC 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.

VI. PARTNER CONTRIBUTION (Based on all costs associated with the operation of the American Job Center)

Below is the partner contribution cost determination:

| Estimated Cost per FTE | <u>Estimated Infrastructure Costs</u> Total Partner FTE $\$655,168.00/33.303 = \$19,672$ |
|---|--|
| AARP FOUNDATION SCSEP <i>(Partners who elected to have their representatives in the One Stop on a FT or PT basis to serve customers.)</i> | 0.63 FTE x Estimated Cost per FTE $0.63 \times \\$19,672 = \\$12,393.00$ (1 FTE represents 40 hours/week commitment) |
| Partner Direct Linkage Contribution <i>(Partners who elect not to have their representatives in the One Stop but offer a technology option to serve customers.)</i> | Minimum of 0.2 FTE or 8 hours/week $0.2 \text{ FTE} \times \\$19,672 = \\$3,934$ (0.2 FTE represents 8 hours/week commitment) |

FUNDING TYPES AND SOURCES

The permissible types of funds used for infrastructure costs and additional costs of operating a local One-Stop delivery system (i.e. partner's program or administrative funds) may differ depending upon the partner's program's authorizing law and implementing regulations. The funds that may be used also differ based on whether the amount that must be contributed by a partner for infrastructure costs is determined under the Local Funding Model or the State Funding Model. (Copy of the 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.

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

- (1) CASH, NON-CASH and THIRD-PARTY IN-KIND CONTRIBUTIONS***
- (2) Funding from philanthropic organizations or other private entities; or
- (3) Other alternative financing options (described in WIOA sec. 121(c)(2)(A)(ii) and 20 CFR 678.715, 34 CFR 361.715, and 34 CFR 463.715.

Some partner programs may have statutory or regulatory prohibitions against using certain types of these contribution or on how the program may treat these contributions for fiscal accountability purposes under the respective program's requirements.

Cash

Cash funds provided to the Local WDB or its designee by one-stop Partners, either directly or by an interagency transfer, or by a third party.

Non-Cash

- Expenditures incurred by one-stop Partners on behalf of the one-stop center; and
- Non-cash contributions or goods or services contributed by a Partner program and used by the One-Stop center.

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.

Third-party In-kind

Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop Partner to:

- Support the One-Stop Center in general; or
- Support the proportionate share of One-Stop infrastructure costs of a specific partner.

[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]

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 program that is contributing the funding. The infrastructure funding may be from funds classified as administrative, program, or both, depending on the partner program's requirements.

VII. 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 the review.

The LWDB 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 the budget to the LWDB in writing. The LWDB will review the disputed cost items and respond accordingly to the Partner. When necessary, the LWDB will revise the invoice and the adjusted budget upon resolution of the dispute.

One-Stop delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the OSCC, 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 One-Stop 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., American Job Center signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the 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 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 partner programs or their subrecipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the 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 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 IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the One-Stop Career Center (OSCC) or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

VIII. METHODS OF INTERNAL REFERRAL

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

Partners agree to:

- 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 American Job Center network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,
- Provide a paragraph regarding a description of services with website link to organization /entity to be placed on CSCF website for ease and consistency of referrals.
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

IX. DATA SHARING

CSCF will provide employment services to individuals participating in the partner 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 programs. The partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CSCF 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.

Partners agree 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.

Partners further agree 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. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all requirements.

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

- Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.

- 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.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- 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 One-Stop 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.

X. TERM

The Term of this IFA shall commence on **July 1, 2019**, or the date last executed by both parties, whichever is later, through **June 30, 2020**, and will be reviewed and renewed annually for successive one-year terms. This MOU may be terminated for convenience at any time by either party upon sixty (60) days written notice. Neither this MOU 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.

XI. AMENDMENTS AND MODIFICATIONS

Neither this IFA 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.

XII. MERGER

This IFA 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.

XIII. 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 IFA. None of the Parties intend to directly or substantially benefit a third party by this IFA. The Parties

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

XIV. GOVERNANCE

The accountability and responsibility for the One-Stop career center system's organizational activity and accomplishments will rest with CSCF. Pursuant to the Act CareerSource shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this IFA will be resolved in accordance with CSCF's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

XV. DISPUTE RESOLUTION

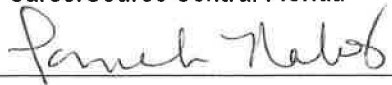

If an issue arises involving this IFA, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, 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 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 and to the Director of the Partner organization, Partner or impose other remedies to resolve the issue.

XVI. SIGNATURES

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

| | | | |
|--------|---|--------|--|
| | APPROVED BY: | | APPROVED BY PARTNER: |
| | CareerSource Central Florida | | AARP Foundation |
| By: |  | By: |  |
| Name: | <u>Pamela Nabors</u> | Name: | <u>Demetrios Antzoulatos</u> |
| Title: | <u>President/CEO</u> | Title: | <u>VP—Finance, Operations and Grants</u> |
| Date: | <u>9-26-19</u> | Date: | <u>8-1-19</u> |

ATTACHMENT A

| Required Program Partners | Governance | Local Grantee | # of Staff | weekly Staff Hours | Total # of FTEs | % of Total FTEs | Partner Contribution |
|---|------------|---------------------|------------|--------------------|-----------------|-----------------|----------------------|
| Adult, Dislocated Workers, Youth Formula Grants | DOL | CSP | 10 | 400 | 10 | 30.03% | \$ 196,718 |
| Youthbuild | DOL | CSP | 1 | 40 | 1 | 3.00% | \$ 19,672 |
| Wagner Peyser | | CSP | 6 | 240 | 6 | 18.02% | \$ 118,031 |
| Senior Community Employment Service Program | DOL | AARP | 2 | 25 | 0.63 | 1.89% | \$ 12,393 |
| TAA Program Trade Adjustment Act | DOL | | 1 | 40 | 1 | 3.00% | \$ 19,672 |
| RESEA | DOL | CSP | 1 | 40 | 1 | 3.00% | \$ 19,672 |
| Veteran Program DVOP | DOL | CSP | 3 | 120 | 3 | 9.01% | \$ 59,015 |
| Adult Education GED , Career Tech (Orange) | DOE | PCSB | 1 | 2 | 0.05 | 0.15% | \$ 984 |
| Migrant Seasonal Farm Worker Program | DOE | OCPS | 1 | 1 | 0.025 | 0.08% | \$ 492 |
| Vocational Rehabilitation | DOE | VR | 1 | 8 | 0.2 | 0.60% | \$ 3,934 |
| Division of Blind Services | DOE | Florida Division of | 1 | 8 | 0.2 | 0.60% | \$ 3,934 |
| Welfare Transition | HHS/TANF | CSP | 8 | 320 | 8 | 24.02% | \$ 157,374 |
| SNAP Employment & Training | HHS | CSP | 2 | 80 | 2 | 6.01% | \$ 39,344 |
| CSBG (Orange County) | HHS | | 1 | 2 | 0.2 | 0.60% | \$ 3,934 |
| | | | | | | | |
| Total | | | 39 | 1,326 | 33.305 | 100% | \$ 655,168 |

40 Hrs Per Week

AS OF 6-5-19

| | | | |
|-----------------|----|--------|-------------------------------|
| Cost Per FTE | \$ | 19,672 | ESTIMATED COST PER FTE |
| Cost for .2 FTE | \$ | 3,934 | ESTIMATED COST DIRECT LINKAGE |

ESTIMATED INFRASTRUCTURE COST

MEMORANDUM OF UNDERSTANDING
ONE-STOP CAREER CENTER
BY AND BETWEEN CAREERSOURCE CENTRAL FLORIDA
AND
Farmworker Career Development Program

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into by **Farmworker Career Development Program** (hereafter referred to as the Partner) and CareerSource Central Florida (hereafter referred to as "CSCF").

II. 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 MOU is to describe the cooperative workforce training, employment and economic development efforts of CSCF and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-Stop System.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Local Workforce Area 12 (LWA 0812). In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current One-Stop 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.

III. PROVISION OF SERVICES

A. CSCF is designated as the administrative entity by the Central Florida Regional Workforce Development Board, Inc.-Region 12 as the grant recipient, administrative entity, and fiscal agent for LWA 12. CSCF will perform the following functions:

1. Review this MOU 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 One-Stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop 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 that 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 One-Stop System.
4. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop 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 CSCF core values and maintain a professional working environment.
7. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CSCF to provide access to its workforce services and programs through the One-Stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop System.
2. Coordinate with CSCF to ensure that 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 One-Stop System.
3. Coordinate with CSCF for the funding of the infrastructure costs of the One-Stop 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 One-Stop System.
5. Provide CSCF with monthly outcome numbers for performance data tracking.
6. Provide feedback to CSCF management regarding the performance of the partnership, including its effectiveness and success.
7. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CSCF staff.

IV. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability

of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop system.

V. CONFIDENTIALITY OF RECORDS

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

VI. 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.

VII. TERM

This MOU is effective **July 1, 2019 through June 30, 2020** and will be reviewed and renewed annually for successive one-year terms. This MOU may be terminated for convenience at any time by either party upon sixty (60) days written notice. Neither this MOU 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.

VIII. MERGER

This MOU 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.

IX. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CSCF, the Partner, and the Central Florida Workforce Development Board, Inc.-Region 12 and no third party is an intended beneficiary.

X. MONITORING

CSCF the Local WDB, 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 that:

- ❖ Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
- ❖ Those laws, regulations, and policies are enforced properly,
- ❖ Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- ❖ Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- ❖ Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
- ❖ All MOU terms and conditions are fulfilled.

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

XI. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Parties to this MOU 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.

XII. INDEMNIFICATION

All Parties to this MOU 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 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 Local WDB and the 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 the Local WDB or the One-Stop operator.

XIII. SEVERABILITY

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

XIV. DRUG AND ALCOHOL-FREE WORKPLACE

All Parties to this MOU 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.

XV. 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.

XVI. 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.

XVII. PRIORITY OF SERVICE

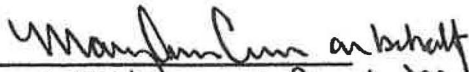
All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec 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.

XVIII. GOVERNANCE

The accountability and responsibility for the One-Stop System's organizational activity and accomplishments will rest with CSCF, its Board of Directors and Central Florida Regional Workforce Development Board, Inc.-Region 12. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the CSCF Board in partnership with the Central Florida Regional Workforce Development Board, Inc.-Region 12 shall conduct oversight with respect to the One-Stop System.

SIGNATURES

CareerSource Central Florida


Pamela Nabors
President/CEO

6/25/19
Date

Partner


Michael D. Armbruster, Ed.D.
Associate Superintendent

6/19/19
Date

**INFRASTRUCTURE AGREEMENT
ONE-STOP CAREER CENTER SYSTEM
BY AND BETWEEN CAREERSOURCE CENTRAL FLORIDA
AND
Farmworker Career Development Program**

I. PARTIES

This Infrastructure Agreement ("IFA") is made pursuant to the Workforce Innovation Act of 2014 ("the Act"), and is entered into by **Farmworker Career Development Program** and CareerSource Central Florida ("CSCF").

The contact information for Partner is as follows:

Name: Carol Heard
Title: Program Coordinator, Farmworker Career Development Program, Florida Department of Education
Telephone: 407-905-2095
Email: carol.heard@ocps.net

II. PURPOSE

The Workforce Innovation & Opportunity Act (WIOA) 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 American Job Center (AJC) One-Stop customer delivery system. The AJC One-Stop system assures coordination between the activities authorized in and linked to the Act.

WIOA requires Local Workforce Development Boards (LWDB) to develop and finalize Infrastructure Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this agreement is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the AJC One-Stop customer delivery system. The Parties to this Infrastructure Agreement (IFA) agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- 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,
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the One-Stop centers

and relative benefits received and requiring that 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 Partners consider this One-Stop operating budget the master budget that is necessary to maintain the high standard One-Stop delivery system. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- Career services, and
- Shared services.

All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a quarterly basis. The One-Stop operating budget is transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiated in good faith and sought to establish outcomes that are reasonable and fair.

III. PARTNERS

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. Partners will further promote system integration to the maximum extent feasible through:

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

IV. ONE-STOP OPERATING BUDGET

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One Stop Centers. The Local Workforce Development Board based the budget on all cost associated with operating the American Job Center.

Below is the overall estimated annual operating budget for the local AJC One-Stop system:

| | |
|--|-----------------------------|
| Comprehensive AJC (CSCF-Gateway Career Center Location) | Revised |
| IFA Budget PY 19 (AJC One-Stop Operating Budget) | 3-6-19 |
| Description | Estimated IFA Budget |
| INFRASTRUCTURE COSTS | |
| Office Rent / Lease | \$247,533.00 |
| Utilities | \$19,589.00 |
| Repairs & Maintenance | \$3,598.00 |
| Janitorial Services | 31,404.00 |
| Furniture/Equipment associated with furniture | - |
| Copy machine usage / maintenance | \$9,144.00 |
| IT Wide Area Network | \$8,434.00 |
| | \$35,312.00 |
| Indirect Program (IT, telephones, etc.) | |
| TOTAL INFRASTRUCTURE COSTS | \$355,016.00 |
| ADDITIONAL COSTS | |
| Career Services - Resource Room (4) | \$196,152.00 |
| SHARED SERVICES | |
| Security | \$39,000.00 |
| | \$65,000.00 |
| One Stop Operator | |
| | \$104,000.00 |
| TOTAL INFRASTRUCTURE COSTS | \$355,016.00 |
| TOTAL ADDITIONAL COSTS | \$196,152.00 |
| TOTAL SHARED SERVICES | \$104,000.00 |
| TOTAL ONE-STOP OPERATING BUDGET | \$655,168.00 |
| FTEs Supporting the AJC (as of 6-5-19) | 33.305 |
| Cost Per FTE = \$655,168.00/33.305 FTEs (as of 6-5-19) | \$19,672.00 |
| Direct Linkage = 0.2 x Cost Per FTE (as of 6-5-19) | \$3,934 |

V. COST ALLOCATION METHODOLOGY

All required Partners have agreed to provide access to their programs in the comprehensive One-Stop 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 A (Partner On-site Representation Schedule) and will fund operating costs based on a percentage of the partner's annual FTE. (All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a quarterly basis.)

Required partners who have elected not to have staff co-located in the AJC will utilize a "direct linkage" that will allow customers to connect with partner 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).

The LWDB selected the cost allocation bases to determine overall Partner 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 AJC and relative benefits received.

As outlined in the MOU, the costs of the infrastructure of AJC 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.

VI. PARTNER CONTRIBUTION (Based on all costs associated with the operation of the American Job Center)

Below is the partner contribution cost determination:

| Estimated Cost per FTE | <u>Estimated Infrastructure Costs</u> Total Partner FTE $\$655,168.00/33.305 = \$19,672$ |
|---|--|
| Farmworker Career Dev. Program <i>(Partners who elected to have their representatives in the One Stop on a FT or PT basis to serve customers.)</i> | 0.05 FTE x Estimated Cost per FTE $0.025 \times \\$19,672 = \\492.00 (1 FTE represents 40 hours/week commitment) |
| Partner Direct Linkage Contribution <i>(Partners who elect not to have their representatives in the One Stop but offer a technology option to serve customers.)</i> | Minimum of 0.2 FTE or 8 hours/week $0.2 \text{ FTE} \times \\$19,672 = \\$3,934$ (0.2 FTE represents 8 hours/week commitment) |

FUNDING TYPES AND SOURCES

The permissible types of funds used for infrastructure costs and additional costs of operating a local One-Stop delivery system (i.e. partner's program or administrative funds) may differ depending upon the partner's program's authorizing law and implementing regulations. The funds that may be used also differ based on whether the amount that must be contributed by a partner for infrastructure costs is determined under the Local Funding Model or the State Funding Model. (Copy of the 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.)

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

- (1) CASH, NON-CASH and THIRD-PARTY IN-KIND CONTRIBUTIONS***
- (2) Funding from philanthropic organizations or other private entities; or
- (3) Other alternative financing options (described in WIOA sec. 121(c)(2)(A)(ii) and 20 CFR 678.715, 34 CFR 361.715, and 34 CFR 463.715.

Some partner programs may have statutory or regulatory prohibitions against using certain types of these contribution or on how the program may treat these contributions for fiscal accountability purposes under the respective program's requirements.

Cash

Cash funds provided to the Local WDB or its designee by one-stop Partners, either directly or by an interagency transfer, or by a third party.

Non-Cash

- Expenditures incurred by one-stop Partners on behalf of the one-stop center; and
- Non-cash contributions or goods or services contributed by a Partner program and used by the One-Stop center.

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.

Third-party In-kind

Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop Partner to:

- Support the One-Stop Center in general; or
- Support the proportionate share of One-Stop infrastructure costs of a specific partner.

[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]

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 program that is contributing the funding. The infrastructure funding may be from funds classified as administrative, program, or both, depending on the partner program's requirements.

VII. 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 the review.

The LWDB 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 the budget to the LWDB in writing. The LWDB will review the disputed cost items and respond accordingly to the Partner. When necessary, the LWDB will revise the invoice and the adjusted budget upon resolution of the dispute.

One-Stop delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the OSCC, 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 One-Stop 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., American Job Center signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the 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 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 partner programs or their subrecipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the 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 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 IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the One-Stop Career Center (OSCC) or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

VIII. METHODS OF INTERNAL REFERRAL

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

Partners agree to:

- 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 American Job Center network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,
- Provide a paragraph regarding a description of services with website link to organization /entity to be placed on CSCF website for ease and consistency of referrals.
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

IX. DATA SHARING

CSCF will provide employment services to individuals participating in the partner 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 programs. The partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CSCF 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.

Partners agree 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.

Partners further agree 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. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all requirements.

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

- Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.

- 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.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- 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 One-Stop 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.

X. TERM

The Term of this IFA shall commence on **July 1, 2019**, or the date last executed by both parties, whichever is later, through **June 30, 2020**, and will be reviewed and renewed annually for successive one-year terms. This MOU may be terminated for convenience at any time by either party upon sixty (60) days written notice. Neither this MOU 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.

XI. AMENDMENTS AND MODIFICATIONS

Neither this IFA 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.

XII. MERGER

This IFA 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.

XIII. 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 IFA. None of the Parties intend to directly or substantially benefit a third party by this IFA. The Parties

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

XIV. GOVERNANCE

The accountability and responsibility for the One-Stop career center system's organizational activity and accomplishments will rest with CSCF. Pursuant to the Act CareerSource shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this IFA will be resolved in accordance with CSCF's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

XV. DISPUTE RESOLUTION

If an issue arises involving this IFA, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, 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 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 and to the Director of the Partner organization, Partner or impose other remedies to resolve the issue.

XVI. SIGNATURES

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

APPROVED BY:

CareerSource Central Florida

Mary Ann Cuervo
on behalf of Pamela Nabors

By:

APPROVED BY PARTNER:

[Signature]

Name:

Pamela Nabors

Name:

Michael D. Armbruster, Ed.D.

Title:

President/CEO

Title:

Associate Superintendent

Date:

Date:

6/19/19

Approved as to form and legality by the Office
of Legal Services to the Orange County School
Board on: 6-13-19 Signature: *[Signature]*
Print Name: William Cocotas

**SIGN
HERE**



ATTACHMENT A – Infrastructure Cost Contribution

| Required Program Partners | Governance | Total Grantee | # of Staff | weekly Staff | Total # of FTEs | % of Total FTEs | Partner Contribution |
|---|------------|---------------------|------------|--------------|-----------------|-----------------|----------------------|
| Adult, Dislocated Workers, Youth Formula Grants | DOL | CSP | 10 | 400 | 10 | 30.03% | \$ 196,718 |
| Youthbuild | DOL | CSP | 1 | 40 | 1 | 3.00% | \$ 19,672 |
| Wagner Payser | | CSP | 6 | 240 | 6 | 18.02% | \$ 118,031 |
| Senior Community Employment Service Program | DOL | AARP | 2 | 25 | 0.63 | 1.89% | \$ 12,393 |
| TAA Program Trade Adjustment Act | DOL | | 1 | 40 | 1 | 3.00% | \$ 19,672 |
| RESEA | DOL | CSP | 1 | 40 | 1 | 3.00% | \$ 19,672 |
| Veteran Program DVOP | DOL | CSP | 3 | 120 | 3 | 9.01% | \$ 59,015 |
| Adult Education GED, Career Tech (Orange) | DOE | PCSB | 1 | 2 | 0.05 | 0.15% | \$ 984 |
| Migrant Seasonal Farm Worker Program | DOE | OCPS | 1 | 1 | 0.025 | 0.08% | \$ 492 |
| Vocational Rehabilitation | DOE | VR | 1 | 8 | 0.2 | 0.60% | \$ 3,934 |
| Division of Blind Services | DOE | Florida Division of | 1 | 8 | 0.2 | 0.60% | \$ 3,934 |
| Welfare Transition | HHS/TANF | CSP | 8 | 320 | 8 | 24.02% | \$ 157,374 |
| SNAP Employment & Training | HHS | CSP | 2 | 80 | 2 | 6.01% | \$ 39,344 |
| CDBG (Orange County) | HHS | | 1 | 2 | 0.2 | 0.60% | \$ 3,934 |
| Total | | | 39 | 1,326 | 33.305 | 100% | \$ 655,168 |

40 Hrs Per Week

AS OF 6-5-19

ESTIMATED INFRASTRUCTURE COST

Cost Per FTE \$ 19,672 **ESTIMATED COST PER FTE**

Cost for .2 FTE \$ 3,934 **ESTIMATED COST DIRECT LINKAGE**

MEMORANDUM OF UNDERSTANDING
ONE-STOP CAREER CENTER
BY AND BETWEEN CAREERSOURCE CENTRAL FLORIDA
AND
The School Board of Orange County, Florida

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into by **The School Board of Orange County, Florida** (hereafter referred to as the Partner) and CareerSource Central Florida (hereafter referred to as "CSCF").

II. 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 MOU is to describe the cooperative workforce training, employment and economic development efforts of CSCF and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-Stop System.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Local Workforce Area 12 (LWA 12). In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current One-Stop 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.

III. PROVISION OF SERVICES

A. CSCF is designated as the administrative entity by the Central Florida Regional Workforce Development Board, Inc.-Region 12 as the grant recipient, administrative entity, and fiscal agent for LWA 12. CSCF will perform the following functions:

1. Review this MOU 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 One-Stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop 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 (TM); 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 that 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 One-Stop System.
4. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop 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 CSCF core values and maintain a professional working environment.
7. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CSCF to provide access to its workforce services and programs through the One-Stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop System.
2. Coordinate with CSCF to ensure that 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 One-Stop System.
3. Coordinate with CSCF for the funding of the infrastructure costs of the One-Stop 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 One-Stop System.
5. Provide CSCF with monthly outcome numbers for performance data tracking.
6. Provide feedback to CSCF management regarding the performance of the partnership, including its effectiveness and success.
7. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CSCF staff.

IV. METHODS OF INTERNAL REFERRAL

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

V. CONFIDENTIALITY OF RECORDS

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

VI. 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.

VII. TERM

This MOU is effective **July 1, 2019 through June 30, 2020** and will be reviewed and renewed annually for successive one-year terms. This MOU may be terminated for convenience at any time by either party upon sixty (60) days written notice. Neither this MOU 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.

VIII. MERGER

This MOU 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.

IX. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CSCF, the Partner, and the Central Florida Regional Workforce Development Board, Inc.-Region 12 and no third party is an intended beneficiary.

X. MONITORING

CSCF the Local WDB, 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 that:

- Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,

- Those laws, regulations, and policies are enforced properly,

- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,

- Outcomes are assessed and analyzed periodically to ensure that performance goals are met,

- Appropriate procedures and internal controls are maintained, and record retention policies are followed, and

All MOU terms and conditions are fulfilled.

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

XI. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Parties to this MOU 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.

XII. INDEMNIFICATION

All Parties to this MOU 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 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 Local WDB and the 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 the Local WDB or the One-Stop operator.

XIII. SEVERABILITY

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

XIV. DRUG AND ALCOHOL-FREE WORKPLACE

All Parties to this MOU 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. GOVERNANCE

The accountability and responsibility for the One-Stop System's organizational activity and accomplishments will rest with CSCF, its Board of Directors and the Central Florida Regional Workforce Development Board, Inc.-Region 12. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the CSCF Board in partnership with the Central Florida Regional Workforce Development Board, Inc.-Region 12 shall conduct oversight with respect to the One-Stop System. "The duly authorized agent of the recipient agrees to satisfy the requirement of 3 CR 361.505 and 34 FR 361.720.

SIGNATURES

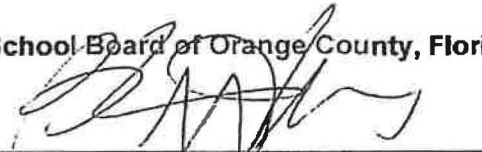
CareerSource Central Florida



Pamela Nabors President/CEO

8-28-19
Date

School Board of Orange County, Florida



Barbara M. Jenkins, Ed.D.

8-19-19
Date

**INFRASTRUCTURE AGREEMENT
ONE-STOP CAREER CENTER SYSTEM
BY AND BETWEEN CAREERSOURCE CENTRAL FLORIDA
AND
The School Board of Orange County, Florida**

I. PARTIES

This Infrastructure Agreement ("IFA") is made pursuant to the Workforce Innovation Act of 2014 ("the Act"), and is entered into by **The School Board of Orange County, Florida** and **CareerSource Central Florida ("CSCF")**.

The contact information for Partner is as follows:

Name: Rosa Grant
Title: Senior Director
Telephone: 407-317-3200 ext. 200-2708
Email: rosa.grant@ocps.net

II. PURPOSE

The Workforce Innovation & Opportunity Act (WIOA) 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 American Job Center (AJC) One-Stop customer delivery system. The AJC One-Stop system assures coordination between the activities authorized in and linked to the Act.

WIOA requires Local Workforce Development Boards (LWDB) to develop and finalize Infrastructure Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this agreement is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the AJC One-Stop customer delivery system. The Parties to this Infrastructure Agreement (IFA) agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- 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,
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the One-Stop centers and relative benefits received and requiring that 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 Partners consider this One-Stop operating budget the master budget that is necessary to maintain the high standard One-Stop delivery system. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- Career services, and
- Shared services.

All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a quarterly basis. The One-Stop operating budget is transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiated in good faith and-sought to establish outcomes that are reasonable and fair.

III. PARTNERS

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. Partners will further promote system integration to the maximum extent feasible through:

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

IV. ONE-STOP OPERATING BUDGET

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One Stop Centers. The Local Workforce Development Board based the budget on all cost associated with operating the American Job Center.

Below is the overall estimated annual operating budget for the local AJC One-Stop system:

Comprehensive AJC (CSCF-Gateway Career Center Location)

Revised

3-6-19

IFA Budget PY 19 (AJC One-Stop Operating Budget)

| Description | Estimated IFA Budget |
|--|-------------------------|
| INFRASTRUCTURE COSTS | |
| Office Rent/ Lease | \$247,533 .00 |
| Utilities | \$19,589.00 |
| Repairs & Maintenance | \$3,598.00 |
| Janitorial Services | 31,404.00 |
| Furniture/Equipment associated with furniture | |
| Copy machine usage/ maintenance | \$9,144.00 |
| IT Wide Area Network | \$8,434.00 |
| | \$35,312.00 |
| Indirect Program (IT, telephones, etc.) | |
| TOTAL INFRASTRUCTURE COSTS | \$355,016.00 |
| ADDITIONAL COSTS | |
| Career Services - Resource Room (4) | \$196,152.00 |
| SHARED SERVICES | |
| Security | \$39,000.00 |
| | \$65,000.00 |
| One Stop Operator | |
| | \$104,000.00 |
| TOTAL INFRASTRUCTURE COSTS | \$355,016.00 |
| TOTAL ADDITIONAL COSTS | \$196,152.00 |
| TOTAL SHARED SERVICES | \$104,000.00 |
| TOTAL ONE-STOP OPERATING BUDGET | \$655,168.00 |
| HEs Supporting the AJC (as of 5-20-19) | 33.13 |
| Cost Per FTE = \$655,168.00/33.13 FTEs (as of 5-20-19) | \$19,776.00 |
| Direct Linkage = 0.2 x Cost Per FTE (as of 5-20-19) | \$3,955 |

V. COST ALLOCATION METHODOLOGY

All required Partners have agreed to provide access to their programs in the comprehensive One-Stop 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 A (Partner On-site Representation Schedule) and will fund operating costs based on a percentage of the partner's annual FTE. (All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a quarterly basis.)

Required partners who have elected not to have staff co-located in the AJC will utilize a "direct linkage" that will allow customers to connect with partner 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).

The LWDB selected the cost allocation bases to determine overall Partner 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 AJC and relative benefits received.

As outlined in the MOU, the costs of the infrastructure of AJC 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.

VI. PARTNER CONTRIBUTION (Based on all costs associated with the operation of the American Job Center)

Below is the partner contribution cost determination:

| Estimated Cost per FTE | Estimated Infrastructure Costs <u>Total Partner FTE</u> \$655,168.00/33.13 = \$19,776 |
|---|--|
| he School Board of Orange County, Florida <i>(Partners who elected to have their representatives in the One Stop on a FT or PT basis to serve customers.)</i> | FTE x Estimated Cost per FTE 0.05 x \$19,776 = \$989.00 (1 FTE represents 40 hours/week commitment) |
| Partner Direct Linkage Contribution <i>(Partners who elect not to have their representatives in the One Stop but offer a technology option to serve customers.)</i> | Minimum of 0.2 FTE or 8 hours/week 0.2 FTE x \$19,776 = \$3,955 (0.2 FTE represents 8 hours/week commitment) |

FUNDING TYPES AND SOURCES

The permissible types of funds used for infrastructure costs and additional costs of operating a local One-Stop delivery system (i.e. partner's program or administrative funds) may differ depending upon the partner's program's authorizing law and implementing regulations. The funds that may be used also differ based on whether the amount that must be contributed by a partner for infrastructure costs is determined under the Local Funding Model or the State Funding Model. (Copy of the 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).

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

- (1) CASH, NON-CASH and THIRD-PARTY IN-KIND CONTRIBUTIONS***
- (2) Funding from philanthropic organizations or other private entities; or
- (3) Other alternative financing options (described in WIOA sec. 121(c)(2)(A)(ii) and 20 CFR 678.715, 34 CFR 361.715, and 34 CFR 463.715.

Some partner programs may have statutory or regulatory prohibitions against using certain types of these contribution or on how the program may treat these contributions for fiscal accountability purposes under the respective program's requirements.

Cash

Cash funds provided to the Local WDB or its designee by one-stop Partners, either directly or by an interagency transfer, or by a third party.

Non-Cash

- Expenditures incurred by one-stop Partners on behalf of the one-stop center; and
- Non-cash contributions or goods or services contributed by a Partner program and used by the One-Stop center.

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.

Third-party In-kind

Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non- one-stop Partner to:

- Support the One-Stop Center in general; or
- Support the proportionate share of One-Stop infrastructure costs of a specific partner.

[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]

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 program that is contributing the funding. The infrastructure funding may be from funds classified as administrative, program, or both, depending on the partner program's requirements.

VII. 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 the review.

The LWDB 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 the budget to the LWDB in writing. The LWDB will review the disputed cost items and respond accordingly to the Partner. When necessary, the LWDB will revise the invoice and the adjusted budget upon resolution of the dispute.

One-Stop delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the OSCC, 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 One-Stop 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., American Job Center signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the 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 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 partner programs or their subrecipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the 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 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 IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the One-Stop Career Center (OSCC) or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

VIII. METHODS OF INTERNAL REFERRAL

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

Partners agree to:

- 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 American Job Center network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,
- Provide a paragraph regarding a description of services with website link to organization /entity to be placed on CSCF website for ease and consistency of referrals.
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

IX. DATA SHARING

CSCF will provide employment services to individuals participating in the partner 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 programs. The partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CSCF 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.

Partners agree 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.

Partners further agree 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. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all requirements.

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

- Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.

- 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.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- 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 One-Stop 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.

X. TERM

The Term of this IFA shall commence on **July 1, 2019**, or the date last executed by both parties, whichever is later, through **June 30, 2020**, and will be reviewed and renewed annually for successive one-year terms. This MOU may be terminated for convenience at any time by either party upon sixty (60) days written notice. Neither this MOU 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.

XI. AMENDMENTS AND MODIFICATIONS

Neither this IFA 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.

XII. MERGER

This IFA 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.

XIII. 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 IFA. None of the Parties intend to directly or substantially benefit a third party by this IFA. The Parties

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

XIV. GOVERNANCE

The accountability and responsibility for the One-Stop career center system's organizational activity and accomplishments will rest with CSCF. Pursuant to the Act CareerSource shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this IFA will be resolved in accordance with CSCF's Grievance/Complaint and Hearing/Appeal Procedures QA-010. "The duly authorized agent of the recipient agrees to satisfy the requirement of 3 CR 361.505 and 34 FR 361.720.

XV. DISPUTE RESOLUTION

If an issue arises involving this IFA, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, 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 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 and to the Director of the Partner organization, Partner or impose other remedies to resolve the issue.

XVI. SIGNATURES

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

| | | | |
|--------|------------------------------|--------|--|
| | APPROVED BY: | | APPROVED BY PARTNER: |
| | CareerSource Central Florida | | School Board of Orange County, Florida |
| By: | By: <u>Pamela Nabors</u> | | <u>[Signature]</u> |
| Name: | Pamela Nabors | Name: | Barbara M. Jenkins Ed.D |
| Title: | President/CEO | Title: | Superintendent |
| Date | 8-27-15 | Date | 8-19-19 |

Approved as to form and legality by the Office
of Legal Services to the Orange County School
Board on: 6-13-19 Signature: [Signature]
Print Name: William Cocotas

ATTACHMENT A- Infrastructure Cost Contribution
40 Hrs Per Week

| Required Program Partner | | | | | | | | |
|---|----------|------------------|----|-------|---------|--------|----|------------|
| Adult, Dislocated Workers, Youth Formula Grants | DOL | CSP | 10 | 400 | 1 0 | 30.18% | \$ | 197,757 |
| Youthbuild | DOL | CSP | 1 | 40 | 1 | 3.02% | | \$ 19,776 |
| Wagner Peyser | | CSP | 6 | 240 | 6 | 18.11% | | \$ 118,654 |
| Senior Community Employment Service Program | DOL | AARP | 2 | 25 | 0.63 | 1.90% | | \$ 12,459 |
| TAA Program Trade Adjustment Act | DOL | | 1 | 40 | 1 | 3.02% | \$ | 19,776 |
| RESEA | DOL | CSP | 1 | 40 | 1 | 3.02% | | \$ 19,776 |
| Veteran Program DVOP | DOL | CSP | 3 | 120 | 3 | 9.06% | \$ | 59,327 |
| Adult Education GED, Career Tech (Orange) | DOE | PCSB | 1 | 2 | 0.05 | 0.15% | | \$ 989 |
| Migrant Seasonal Farm Worker Program | DOE | OCPS | 1 | 1 | 0.025 | 0.08% | | \$492 |
| Vocational Rehabilitation | DOE | VR | 1 | 8 | 0. 2 | 0.60% | | \$ 3,955 |
| Division of Blind Services | DOE | Florida Division | 1 | 8 | 0. 2 | 0.60% | | \$ 3,955 |
| Welfare Transition | HHS/TANF | CSP | 8 | 320 | 8 | 24.15% | | \$ 158,205 |
| SNAP Employment & Training | HHS | CSP | 2 | 80 | 2 | 6.04% | | \$ 39,551 |
| Welfare Transition | HHS/TANF | CSP | 2 | 320 | 8 | 24.15% | | \$158,205 |
| SNAP Employment & Training | HHS | CSP | 2 | 80 | 2 | 6.04% | | \$39,551 |
| CSBG (Orange County) | HHS | | 1 | 2 | 0.05 | 0.15% | \$ | 989 |
| Total | | | 38 | 1,325 | 33.13 | 100% | \$ | 655,168 |

ESTIMATED INFRASTRUCTURE COST
Cost Per FTE \$ 19,776
ESTIMATED COST PER FTE
Cost for .2 FTE \$ 3,955
ESTIMATED COST DIRECT LINKAGE



MEMORANDUM OF UNDERSTANDING
ONE-STOP CAREER CENTER
BY AND BETWEEN CAREERSOURCE CENTRAL FLORIDA
AND
Division of Blind Services

I. PARTIES

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

II. 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 MOU is to describe the cooperative workforce training, employment and economic development efforts of CSCF and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-Stop System.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Local Workforce Area 12 (LWA 12). In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current One-Stop 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.

III. PROVISION OF SERVICES

A. CSCF is designated as the administrative entity by the Central Florida Regional Workforce Development Board, Inc.-Region 12 as the grant recipient, administrative entity, and fiscal agent for LWA 12. CSCF will perform the following functions:

1. Review this MOU 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 One-Stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop 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 that 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 One-Stop System.
4. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop 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 CSCF core values and maintain a professional working environment.
7. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CSCF to provide access to its workforce services and programs through the One-Stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop System.
2. Coordinate with CSCF to ensure that 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 One-Stop System.
3. Coordinate with CSCF for the funding of the infrastructure costs of the One-Stop 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 One-Stop System.
5. Provide CSCF with monthly outcome numbers for performance data tracking.
6. Provide feedback to CSCF management regarding the performance of the partnership, including its effectiveness and success.
7. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CSCF staff.

IV. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability

of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop system.

V. CONFIDENTIALITY OF RECORDS

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

VI. 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.

VII. TERM

This MOU is effective **July 1, 2019 through June 30, 2020** and will be reviewed and renewed annually for successive one-year terms. This MOU may be terminated for convenience at any time by either party upon sixty (60) days written notice. Neither this MOU 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.

VIII. MERGER

This MOU 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.

IX. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CSCF, the Partner, and the Central Florida Regional Workforce Development Board, Inc.-Region 12 and no third party is an intended beneficiary.

X. MONITORING

CSCF the Local WDB, 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 that:

- ❖ Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
- ❖ Those laws, regulations, and policies are enforced properly,
- ❖ Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- ❖ Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- ❖ Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
- ❖ All MOU terms and conditions are fulfilled.

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

XI. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Parties to this MOU 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.

XII. INDEMNIFICATION

All Parties to this MOU 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 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 Local WDB and the 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 the Local WDB or the One-Stop operator.

XIII. SEVERABILITY

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

XIV. DRUG AND ALCOHOL-FREE WORKPLACE

All Parties to this MOU 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. GOVERNANCE

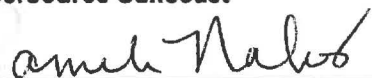
The accountability and responsibility for the One-Stop System's organizational activity and accomplishments will rest with CSCF, its Board of Directors and the Central Florida Regional Workforce Development Board, Inc.-Region 12. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the CSCF Board in partnership with the Central Florida Regional Workforce Development Board, Inc.-Region 12 shall conduct oversight with respect to the One-Stop System.

XIX. SIGNATURES

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

APPROVED BY:

Careersource Suncoast

By: 

Name: Pamela Nabors

Title: President/CEO

Date: 9-25-19

APPROVED BY PARTNER:

Florida Department of Education

By: 

Name: Robert L. Doyle, III

Title: Director

Date: 5/13/19

APPROVED BY:

Florida Department of Education

By: 

Name: Richard Corcoran

Title: Commissioner of Education

Date: 5/3/19

J. Alaxhilly

Chief of Staff

**INFRASTRUCTURE AGREEMENT
ONE-STOP CAREER CENTER SYSTEM
BY AND BETWEEN CAREERSOURCE CENTRAL FLORIDA
AND
Division of Blind Services**

I. PARTIES

This Infrastructure Agreement ("IFA") is made pursuant to the Workforce Innovation Act of 2014 ("the Act"), and is entered into by **Division of Blind Services** and CareerSource Central Florida ("CSCF").

The contact information for Partner is as follows:

| | |
|-------------------|-------------------------------------|
| Name: | Theodore Pobst |
| Title: | District Administrator |
| Telephone: | 407-245-0700 |
| Email: | Theodore.Pobst@dbf.fldoe.org |

II. PURPOSE

The Workforce Innovation & Opportunity Act (WIOA) 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 American Job Center (AJC) One-Stop customer delivery system. The AJC One-Stop system assures coordination between the activities authorized in and linked to the Act.

WIOA requires Local Workforce Development Boards (LWDB) to develop and finalize Infrastructure Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this agreement is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the AJC One-Stop customer delivery system. The Parties to this Infrastructure Agreement (IFA) agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- 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,
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the One-Stop centers and relative benefits received and requiring that 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 Partners consider this One-Stop operating budget the master budget that is necessary to maintain the high standard One-Stop delivery system. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- Career services, and
- Shared services.

All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a quarterly basis. The One-Stop operating budget is transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiated in good faith and sought to establish outcomes that are reasonable and fair.

III. PARTNERS

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. Partners will further promote system integration to the maximum extent feasible through:

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

IV. ONE-STOP OPERATING BUDGET

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One Stop Centers. The Local Workforce Development Board based the budget on all cost associated with operating the American Job Center.

Below is the overall estimated annual operating budget for the local AJC One-Stop system:

| Comprehensive AJC (CSCF-West Orange County Career Center Location) | | Revised |
|---|--|---------------------------------|
| IFA Budget PY 19 (AJC One-Stop Operating Budget) | | 3-6-19 |
| Description | | Estimated IFA Budget |
| INFRASTRUCTURE COSTS | | |
| Office Rent / Lease | | \$247,533.00 |
| Utilities | | \$19,589.00 |
| Repairs & Maintenance | | \$3,598.00 |
| Janitorial Services | | 31,404.00 |
| Furniture/Equipment associated with furniture | | - |
| Copy machine usage / maintenance | | \$9,144.00 |
| IT Wide Area Network | | \$8,434.00 |
| Indirect Program (IT, telephones, etc.) | | \$35,312.00 |
| TOTAL INFRASTRUCTURE COSTS | | \$355,016.00 |
| ADDITIONAL COSTS | | |
| Career Services - Resource Room (4) | | \$196,152.00 |
| SHARED SERVICES | | |
| Security | | \$39,000.00 |
| One Stop Operator | | \$65,000.00 |
| | | \$104,000.00 |
| TOTAL INFRASTRUCTURE COSTS TOTAL | | \$355,016.00 |
| ADDITIONAL COSTS | | \$196,152.00 |
| TOTAL SHARED SERVICES | | \$104,000.00 |
| TOTAL ONE-STOP OPERATING BUDGET | | \$655,168.00 |
| FTEs Supporting the AJC (as of 5-20-2019) | | 33.13 |
| Cost Per FTE = \$655,168.00/33.13FTEs (as of 5-20-19) | | \$19,776.00 |
| Direct Linkage = 0.2 x Cost Per FTE (as of 5-20-19) | | \$3,955 |

V. COST ALLOCATION METHODOLOGY

All required Partners have agreed to provide access to their programs in the comprehensive One-Stop 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 A (Partner On-site Representation Schedule) and will fund operating costs based on a percentage of the partner's annual FTE. (All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a quarterly basis.)

Required partners who have elected not to have staff co-located in the AJC will utilize a "direct linkage" that will allow customers to connect with partner 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).

The LWDB selected the cost allocation bases to determine overall Partner 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 AJC and relative benefits received.

As outlined in the MOU, the costs of the infrastructure of AJC 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.

VI. PARTNER CONTRIBUTION (Based on all costs associated with the operation of the American Job Center)

Below is the partner contribution cost determination:

| Estimated Cost per FTE | <u>Estimated Infrastructure Costs</u> Total Partner FTE $\$655,168.00/33.13 = \$19,776$ |
|--|---|
| Division of Blind Services (Partners who elected to have their representatives in the One Stop on a FT or PT basis to serve customers.) | 0.2 FTE x Estimated Cost per FTE $0.2 \times \\$19,776 = \\$3,995.00$ (1 FTE represents 40 hours/week commitment) |
| Partner Direct Linkage Contribution (Partners who elect not to have their representatives in the One Stop but offer a technology option to serve customers.) | Minimum of 0.2 FTE or 8 hours/week $0.2 \text{ FTE} \times \$19,776 = \$3,955$ (0.2 FTE represents 8 hours/week commitment) |

FUNDING TYPES AND SOURCES

The permissible types of funds used for infrastructure costs and additional costs of operating a local One-Stop delivery system (i.e. partner's program or administrative funds) may differ depending upon the partner's program's authorizing law and implementing regulations. The funds that may be used also differ based on whether the amount that must be contributed by a partner for infrastructure costs is determined under the Local Funding Model or the State Funding Model. (Copy of the 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.

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

- (1) CASH, NON-CASH and THIRD-PARTY IN-KIND CONTRIBUTIONS***
- (2) Funding from philanthropic organizations or other private entities; or
- (3) Other alternative financing options (described in WIOA sec. 121(c)(2)(A)(ii) and 20 CFR 678.715, 34 CFR 361.715, and 34 CFR 463.715.

Some partner programs may have statutory or regulatory prohibitions against using certain types of these contribution or on how the program may treat these contributions for fiscal accountability purposes under the respective program's requirements.

Cash

Cash funds provided to the Local WDB or its designee by one-stop Partners, either directly or by an interagency transfer, or by a third party.

Non-Cash

- Expenditures incurred by one-stop Partners on behalf of the one-stop center; and
- Non-cash contributions or goods or services contributed by a Partner program and used by the One-Stop center.

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.

Third-party In-kind

Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop Partner to:

- Support the One-Stop Center in general; or
- Support the proportionate share of One-Stop infrastructure costs of a specific partner.

[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]

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 program that is contributing the funding. The infrastructure funding may be from funds classified as administrative, program, or both, depending on the partner program's requirements.

VII. 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 the review.

The LWDB 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 the budget to the LWDB in writing. The LWDB will review the disputed cost items and respond accordingly to the Partner. When necessary, the LWDB will revise the invoice and the adjusted budget upon resolution of the dispute.

One-Stop delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the OSCC, 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 One-Stop 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., American Job Center signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the 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 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 partner programs or their subrecipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the 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 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 IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the One-Stop Career Center (OSCC) or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

VIII. METHODS OF INTERNAL REFERRAL

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

Partners agree to:

- 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 American Job Center network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,
- Provide a paragraph regarding a description of services with website link to organization /entity to be placed on CSCF website for ease and consistency of referrals.
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

IX. DATA SHARING

CSCF will provide employment services to individuals participating in the partner 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 programs. The partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CSCF 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.

Partners agree 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.

Partners further agree 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. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all requirements.

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

- Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.

- 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.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- 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 One-Stop 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.

X. TERM

The Term of this IFA shall commence on **July 1, 2019**, or the date last executed by both parties, whichever is later, through **June 30, 2020**, and will be reviewed and renewed annually for successive one-year terms. This MOU may be terminated for convenience at any time by either party upon sixty (60) days written notice. Neither this MOU 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.

XI. AMENDMENTS AND MODIFICATIONS

Neither this IFA 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.

XII. MERGER

This IFA 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.

XIII. 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 IFA. None of the Parties intend to directly or substantially benefit a third party by this IFA. The Parties

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

XIV. GOVERNANCE

The accountability and responsibility for the One-Stop career center system's organizational activity and accomplishments will rest with CSCF. Pursuant to the Act CareerSource shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this IFA will be resolved in accordance with CSCF's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

XV. DISPUTE RESOLUTION

If an issue arises involving this IFA, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, 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 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 and to the Director of the Partner organization, Partner or impose other remedies to resolve the issue.

XVI. SIGNATURES

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

| | |
|---------------------------------|--|
| APPROVED BY: | APPROVED BY PARTNER: |
| Careersource- <i>CSCF</i> | Florida Department of Education |
| By: <u><i>Pamela Nabors</i></u> | By: <u><i>Robert L. Doyle, III</i></u> |
| Name: <u>Pamela Nabors</u> | Name: <u>Robert L. Doyle, III</u> |
| Title: <u>President/CEO</u> | Title: <u>Director</u> |
| Date: <u>9-25-19</u> | Date: <u>5/13/19</u> |

APPROVED BY:

Florida Department of Education

By: 

Name Richard Corcoran

J. Alex Kelly
Chief of Staff

Title: Commissioner of Education

Date: 5/3/19

ATTACHMENT A

| Required Program Partners | Governance | Local Grante | # of Staff | Total weekly | Total # of FTEs | % of Total FTEs | Partner Contribution |
|---|------------|------------------|------------|--------------|-----------------|-----------------|----------------------|
| Adult, Dislocated Workers, Youth | DOL | CSP | 10 | 400 | 10 | 30.18% | \$ 197,757 |
| Formula Grants | | | | | | | |
| Youthbuild | DOL | CSP | 1 | 40 | 1 | 3.02% | \$ 19,776 |
| Wagner Peyser | | CSP | 6 | 240 | 6 | 18.11% | \$ 118,654 |
| Senior Community Employment Service Program | DOL | AARP | 2 | 25 | 0.63 | 1.90% | \$ 12,459 |
| TAA Program Trade Adjustment Act | DOL | | 1 | 40 | 1 | 3.02% | \$ 19,776 |
| RESEA | DOL | CSP | 1 | 40 | 1 | 3.02% | \$ 19,776 |
| Veteran Program DVOP | DOL | CSP | 3 | 120 | 3 | 9.06% | \$ 59,327 |
| Adult Education GED , Career Tech (Orange) | DOE | PCSB | 1 | 2 | 0.05 | 0.15% | \$ 989 |
| Migrant Seasonal Farm Worker Program | DOE | OCPS | 0 | 0 | 0 | 0.00% | \$ - |
| Vocational Rehabilitation | DOE | VR | 1 | 8 | 0.2 | 0.60% | \$ 3,955 |
| Division of Blind Services | DOE | Florida Division | 1 | 8 | 0.2 | 0.60% | \$ 3,955 |
| Welfare Transition | HHS/TANF | CSP | 8 | 320 | 8 | 24.15% | \$ 158,205 |
| SNAP Employment & Training | HHS | CSP | 2 | 80 | 2 | 6.04% | \$ 39,551 |
| CSBG (Orange County) | HHS | | 1 | 2 | 0.05 | 0.15% | \$ 989 |
| | | | | | | | |
| Total | | | 38 | 1,325 | 33.13 | 100% | \$ 655,168 |

40 Hrs Per Week

ESTIMATED INFRASTRUCTURE COST

| | | |
|-----------------|-----------|-------------------------------|
| Cost Per FTE | \$ 19,776 | ESTIMATED COST PER FTE |
| Cost for .2 FTE | \$ 3,955 | ESTIMATED COST DIRECT LINKAGE |

BCC Mtg. Date: October 22, 2019

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.
D/B/A CAREER SOURCE CENTRAL FLORIDA
AND
ORANGE COUNTY, FLORIDA
REGARDING
THE WEST ORANGE COUNTY AMERICAN JOB CENTER

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between **ORANGE COUNTY, FLORIDA** (the "**County**" or the "**Partner**"), a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its Community Action Division, and **CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC. D/B/A CAREER SOURCE CENTRAL FLORIDA** ("**CareerSource**"), a Florida not-for-profit corporation serving as a workforce development board pursuant to chapter 445, Florida Statutes, with a principal address at 390 North Orange Avenue, Suite 700, Orlando, Florida 32801. The County and CareerSource may be referred to herein individually as "**party**" or collectively as "**parties.**"

I. RECITALS. *The following recitals are hereby incorporated and therefore serve as a material part of this MOU.*

A. The Federal Government passed the Workforce Innovation and Opportunity Act of 2014 (the "**Act**" or "**WIOA**") pursuant to which CareerSource manages the American Job Center located at 609 North Powers Drive, Suite 340, Orlando, Florida 32818 (the "**American Job Center**" or "**AJC**") throughout the Central Florida region.

A. The County is one of several AJC local partners (the "**Local AJC Partners**") that are required to enter into an MOU with CareerSource pursuant to: (1) their responsibility to administer employment and training activities as a recipient of the U.S. Department of Health and Human Services' Community Services Block Grant ("**CSBG**"); (2) 20 CFR § 678.400(b)(9); or (3) some other federal or state requirement.

B. As partners, CareerSource and the County are required by the Act to enter into an MOU, which this instrument shall serve as, with the goal of facilitating collaboration between the parties in order to develop strategies for increased employment, retention, and earnings for job seekers with the aim of fostering an improved workforce, an increase in self-sufficiency, and the overall enhancement of productivity in the Central Florida region.

C. CareerSource and the County hereby agree to continue to coordinate and perform

MEMORANDUM OF UNDERSTANDING
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I. **RECITALS.** *The following recitals are hereby incorporated and therefore serve as a material part of this MOU.*

A. The Federal Government passed the Workforce Innovation and Opportunity Act of 2014 (the "**Act**" or "**WIOA**") pursuant to which CareerSource manages the American Job Center located at 609 North Powers Drive, Suite 340, Orlando, Florida 32818 (the "**American Job Center**" or "**AJC**") throughout the Central Florida region.

A. The County is one of several AJC local partners (the "**Local AJC Partners**") that are required to enter into an MOU with CareerSource pursuant to: (1) their responsibility to administrate employment and training activities as a recipient of the U.S. Department of Health and Human Services' Community Services Block Grant ("**CSBG**"); (2) 20 CFR § 678.400(b)(9); or (3) some other federal or state requirement.

B. As partners, CareerSource and the County are required by the Act to enter into an MOU, which this instrument shall serve as, with the goal of facilitating collaboration between the parties in order to develop strategies for increased employment, retention, and earnings for job seekers with the aim of fostering an improved workforce, an increase in self-sufficiency, and the overall enhancement of productivity in the Central Florida region.

C. CareerSource and the County hereby agree to continue to coordinate and perform

the responsibilities described in this MOU in a manner that is within the scope of legislative requirements governing the parties' respective programs, services, agencies in order to best serve the public welfare.

D. In consideration of the mutual promises, covenants, and conditions set forth, the parties agree as further stated in this MOU.

II. PROVISION OF SERVICES.

A. CareerSource is the grant recipient, administrative entity, and fiscal agent for Local Workforce Area ("LWA") 12. CareerSource will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and additions.
2. Coordinate with the Partner to provide access to workforce services and programs through the AJC in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the AJC. 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 that 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 AJC.
4. Coordinate with the Partner for the funding of the infrastructure costs of the AJC 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 co-location as space permits.
6. Serve as a model CareerSource's core values and maintain a professional working environment.
7. Abide by all of its policies, rules, and procedures, and any applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CareerSource to provide access to its workforce services and programs through the AJC in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the AJC.
2. Coordinate with CareerSource to ensure that 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 AJC.
3. Coordinate with CareerSource for the funding of the infrastructure costs of the One-Stop career centers in compliance with the Infrastructure Funding Agreement ("IFA").
4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the AJC.
5. Provide CareerSource with monthly outcome numbers for performance data tracking.
6. Provide feedback to CareerSource management regarding the performance of the partnership, including its effectiveness and success.
7. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CareerSource staff.

III. METHODS OF INTERNAL REFERRAL.

Internal cross-referral procedures will be developed and reassessed based upon availability of funding, services, and program need to ensure that high quality and convenient services are available to potentially eligible customers of the AJC.

IV. CONFIDENTIALITY OF RECORDS.

A. The parties to this MOU agree to comply with the provisions of the Act, applicable sections of the Vocational Rehabilitation Act, and other appropriate statutes or requirements to ensure the following:

1. To the extent permitted by the State of Florida's Public Records Law, all applications and individual records related to services provided under this MOU, including eligibility for services enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services;

2. To the extent permitted by the State's Public Records Law, no party shall publish, disclose – or use or permit or cause to be published, disclosed, or used – any confidential information pertaining to AJC applicants, participants or customers; and
3. Each party agrees to abide by the current confidentiality provisions of respective statutes and shall share information necessary for the administration of this MOU.

V. INFRASTRUCTURE COSTS.

Costs of the infrastructure for the AJC will be allocated and provide for in accordance with the requirements of the Act; federal cost principles; and all other applicable legal requirements. Such AJC infrastructure costs are further addressed in the IFA that will be executed contemporaneously with this MOU.

VI. TERM.

This MOU is effective **July 1, 2019 through June 30, 2020** and may be reviewed and renewed annually for successive one (1) year terms. This MOU may be terminated for convenience at any time by either party's provision to the other party of a sixty (60) calendar day written notice. Such notice period shall begin upon receipt of the notice of termination by the non-terminating party.

VII. AMENDMENTS AND MODIFICATIONS.

No amendment or modification of this MOU shall be binding upon any party to this MOU unless reduced to writing and signed by a duly authorized representative of each party to this MOU.

VIII. MERGER.

This MOU, and the IFA to be contemporaneously executed with this MOU, together constitute and express the entire and integrated understanding and agreement between the parties to this MOU, 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 expressed in this MOU shall be binding upon the parties.

IX. THIRD PARTY BENEFICIARY.

Nothing in this MOU, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit, or remedy of any nature under or by reason of this MOU.

X. MONITORING.

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

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

B. The Partner shall expect regular fiscal and programmatic monitoring to be conducted by each of the above entities as appropriate.

XI. NON-DISCRIMINATION AND EQUAL OPPORTUNITY.

The parties certify that they prohibit, and will continue to prohibit, discrimination. Additionally, they certify that no person, otherwise qualified, will be 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 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.

XII. INDEMNIFICATION.

To the fullest extent permitted by law, CareerSource shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost, and expenses (including attorneys' fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of CareerSource or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. Nothing contained herein shall constitute as waiver by the County of sovereign immunity or the provisions of Section 768.28, Florida Statutes. It is agreed by the parties that specific consideration has been paid under this Agreement for this provision.

XIII. INDEPENDENT CONTRACTOR.

The parties agree that the relationship between the County and CareerSource established by this MOU is that of independent contractors. Nothing in this MOU shall be construed to create any agency or employment relationship between the County, or any of its employees, and CareerSource, or any of its employees. Unless explicitly stated in this MOU, neither party shall have any right, power, or authority to assume, create, or incur any expense, liability or obligation, express or implied, on behalf of the other.

XIV. SEVERABILITY.

The provisions of this MOU are declared by the parties to be severable. However, the material provisions of this MOU are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this MOU. Therefore, should any material term, provision, covenant, or condition of this MOU be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

XV. DRUG AND ALCOHOL-FREE WORKPLACE.

The parties 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.

XVI. CERTIFICATION REGARDING LOBBYING.

The 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.

XVII. DEBARMENT AND SUSPENSION.

The 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.

XVIII. PRIORITY OF SERVICE.

The 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. The Partner 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.

XIX. GOVERNANCE.

The accountability and responsibility for the AJC's organizational activity and accomplishments will rest with the CareerSource. Pursuant to the Act, CareerSource shall conduct oversight with respect to the AJC.

XX. NOTICES.

Any notice required or permitted in this MOU shall be delivered by hand delivery, express courier, or certified mail, return receipt requested, and shall be effective upon receipt of the same. Notices shall be delivered to each of the parties at the following addresses, or at such other addresses as specified by written notice in compliance with the terms of this provision.

As to the County: Orange County, Florida
Attn: Manager, Community Action Division
2100 East Michigan Street
Orlando, Florida 32806

Copy to: Orange County Administration
Attn: Deputy County Administrator,

Administration and Fiscal Services
201 S. Rosalind Avenue, 5th Floor
Orlando, FL 32802

Copy to: Orange County, Florida
Attn: Manager, Procurement Division
P.O. Box 1393
Orlando, Florida 32802-1393

As to CareerSource: Career Source Central Florida
Attn: President & CEO
390 N. Orange Avenue
Suite 700
Orlando, FL 32801

Copy to: Career Source Central Florida
Attn: Chief Operating Officer
390 N. Orange Avenue
Suite 700
Orlando, FL 32801

XXI. Authority of Signatory.

Each signatory below represents and warrants that they have full power and are duly authorized by their respective party to enter into and perform this MOU. Such signatory also represents that they have fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this MOU as stated.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have signed and executed this MOU on the dates indicated below.



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Bryan W. Brooks*
for Jerry L. Demings
Orange County Mayor

Date: 22 Oct 19

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

By: *Jennifer Kimetz*
for Deputy Clerk

**CENTRAL FLORIDA REGIONAL WORKFORCE
DEVELOPMENT BOARD, INC. D/B/A
CAREERSOURCE CENTRAL FLORIDA**

By: *Pamela Nabors*
Printed Name: Pamela Nabors
Official Title: President/CEO
Date: 9-26-19

MEMORANDUM OF UNDERSTANDING
ONE-STOP CAREER CENTER
BY AND BETWEEN CAREERSOURCE CENTRAL FLORIDA
AND
FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF VOCATIONAL
REHABILITATION
SA-232

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into by **Florida Department of Education / Vocational Rehabilitation** (hereafter referred to as the Partner) and CareerSource Central Florida (hereafter referred to as "CSCF").

II. 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 MOU is to describe the cooperative workforce training, employment and economic development efforts of CSCF and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-Stop System.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Local Workforce Area 08 (LWA 08). In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current One-Stop 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 08.

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.

III. PROVISION OF SERVICES

A. CSCF is designated as the administrative entity by the First Coast Workforce Development Consortium as the grant recipient, administrative entity, and fiscal agent for LWA 08. CSCF will perform the following functions:

1. Review this MOU 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 One-Stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop 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 that 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 One-Stop System.
4. Coordinate with the Partner for the funding of the infrastructure costs of the One-Stop 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 CSCF core values and maintain a professional working environment.
7. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CSCF to provide access to its workforce services and programs through the One-Stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-Stop System.
2. Coordinate with CSCF to ensure that 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 One-Stop System.
3. Coordinate with CSCF for the funding of the infrastructure costs of the One-Stop 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 One-Stop System.
5. Provide CSCF with monthly outcome numbers for performance data tracking.
6. Provide feedback to CSCF management regarding the performance of the partnership, including its effectiveness and success.
7. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CSCF staff.

IV. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are

available to potentially eligible customers of the One-Stop system.

V. CONFIDENTIALITY OF RECORDS

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

VI. 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.

VII. TERM

This MOU is effective **July 1, 2019 or date fully executed whichever is later through June 30, 2020** and will be reviewed and renewed annually for three (3) successive one-year terms upon written approval by both parties. This MOU may be terminated for convenience at any time by either party upon sixty (60) days written notice. Neither this MOU 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.

VIII. MERGER

This MOU 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.

IX. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CSCF, the Partner, and the FCWD Consortium and no third party is an intended beneficiary.

X. MONITORING

CSCF the Local WDB, 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 that:

- ❖ Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
- ❖ Those laws, regulations, and policies are enforced properly,
- ❖ Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- ❖ Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- ❖ Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
- ❖ All MOU terms and conditions are fulfilled.

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

XI. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Parties to this MOU 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.

XII. INDEMNIFICATION

All Parties to this MOU 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 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 Local WDB and the 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 the Local WDB or the One-Stop operator.

XIII. SEVERABILITY

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

XIV. DRUG AND ALCOHOL-FREE WORKPLACE

All Parties to this MOU 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. GOVERNANCE

The accountability and responsibility for the One-Stop System's organizational activity and accomplishments will rest with CSCF, its Board of Directors and the First Coast Workforce Development Consortium. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the CSCF Board in partnership with the FCWD Consortium shall conduct oversight with respect to the One-Stop System.

SIGNATURES

CareerSource Central Florida



Pamela Nabors
President/CEO

12-20-19
Date

Division of Vocational Rehabilitation



Allison Flanagan
Director

1/10/2020
Date

APPROVED BY PARTNER:

**Florida Department of Education / Division of
Vocational Rehabilitation**

By: _____

Name: Richard Corcoran

Title: Commissioner of Education

Date: _____

2/3/20

J. Henkelly

Chick & Stark

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**INFRASTRUCTURE AGREEMENT
ONE-STOP CAREER CENTER SYSTEM
BY AND BETWEEN CAREERSOURCE CENTRAL FLORIDA
AND
FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF VOCATIONAL
REHABILITATION**

I. PARTIES

This Infrastructure Agreement ("IFA") is made pursuant to the Workforce Innovation Act of 2014 ("the Act"), and is entered into by **Vocational Rehabilitation** and CareerSource Central Florida ("CSCF").

The contact information for Partner is as follows:

| | |
|-------------------|--|
| Name: | Wayne Olson |
| Title: | Area Director |
| Telephone: | 407-897-2725 |
| Email: | <u>wayne.olson@vr.fldoe.org</u> |

II. PURPOSE

The Workforce Innovation & Opportunity Act (WIOA) 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 American Job Center (AJC) One-Stop customer delivery system. The AJC One-Stop system assures coordination between the activities authorized in and linked to the Act.

WIOA requires Local Workforce Development Boards (LWDB) to develop and finalize Infrastructure Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this agreement is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the AJC One-Stop customer delivery system. The Parties to this Infrastructure Agreement (IFA) agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- 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,
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- Ensures that costs are appropriately shared by determining

contributions based on the proportionate use of the One-Stop centers and relative benefits received and requiring that 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 Partners consider this One-Stop operating budget the master budget that is necessary to maintain the high standard One-Stop delivery system. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- Career services, and
- Shared services.

All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a quarterly basis. The One-Stop operating budget is transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiated in good faith and sought to establish outcomes that are reasonable and fair.

III. PARTNERS

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

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

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

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IV. ONE-STOP OPERATING BUDGET

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the One Stop Centers. The Local Workforce Development Board based the budget on all cost associated with operating the American Job Center.

Below is the overall estimated annual operating budget for the local AJC One-Stop system:

| Comprehensive AJC (CSCF-Gateway Career Center Location) | Revised 3-6-19 |
|--|---------------------------------|
| IFA Budget PY 19 (AJC One-Stop Operating Budget) | |
| Description | Estimated IFA Budget |
| INFRASTRUCTURE COSTS | |
| Office Rent / Lease | \$247,533.00 |
| Utilities | \$19,589.00 |
| Repairs & Maintenance | \$3,598.00 |
| Janitorial Services | 31,404.00 |
| Furniture/Equipment associated with furniture | - |
| Copy machine usage / maintenance | \$9,144.00 |
| IT Wide Area Network | \$8,434.00 |
| | \$35,312.00 |
| Indirect Program (IT, telephones, etc.) | |
| TOTAL INFRASTRUCTURE COSTS | \$355,016.00 |
| ADDITIONAL COSTS | |
| Career Services - Resource Room (4) | \$196,152.00 |
| SHARED SERVICES | |
| Security | \$39,000.00 |
| | \$65,000.00 |
| One Stop Operator | |
| | \$104,000.00 |
| TOTAL INFRASTRUCTURE COSTS | \$355,016.00 |
| TOTAL ADDITIONAL COSTS | \$196,152.00 |
| TOTAL SHARED SERVICES | \$104,000.00 |
| TOTAL ONE-STOP OPERATING BUDGET | \$655,168.00 |
| FTEs Supporting the AJC (as of 6-5-19) | 33.305 |
| Cost Per FTE = \$655,168.00/ 33.305 FTEs (as of 6-5-19) | \$19,672.00 |
| Direct Linkage = 0.2 x Cost Per FTE (as of 6-5-19) | \$3,934 |

V. COST ALLOCATION METHODOLOGY

All required Partners have agreed to provide access to their programs in the comprehensive One-Stop 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 A (Partner On-site Representation Schedule) and will fund operating costs based on a percentage of the partner's annual FTE. (All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a quarterly basis.)

Required partners who have elected not to have staff co-located in the AJC will utilize a "direct linkage" that will allow customers to connect with partner 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).

The LWDB selected the cost allocation bases to determine overall Partner 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 AJC and relative benefits received.

As outlined in the MOU, the costs of the infrastructure of AJC 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.

VI. PARTNER CONTRIBUTION (Based on all costs associated with the operation of the American Job Center)

Below is the partner contribution cost determination:

| Estimated Cost per FTE | <u>Estimated Infrastructure Costs</u> Total Partner FTE $\$655,168.00/33.305 = \$19,672$ |
|---|--|
| Vocational Rehabilitation <i>(Partners who elected to have their representatives in the One Stop on a FT or PT basis to serve customers.)</i> | 0.02 FTE x Estimated Cost per FTE $0.2 \times \$19,672 = \$3,934.00$ (1 FTE represents 40 hours/week commitment) |
| Partner Direct Linkage Contribution <i>(Partners who elect not to have their representatives in the One Stop but offer a technology option to serve customers.)</i> | Minimum of 0.2 FTE or 8 hours/week $0.2 \text{ FTE} \times \$19,672 = \$3,934$ (0.2 FTE represents 8 hours/week commitment) |

FUNDING TYPES AND SOURCES

The permissible types of funds used for infrastructure costs and additional costs of operating a local One-Stop delivery system (i.e. partner's program or administrative funds) may differ depending upon the partner's program's authorizing law and implementing regulations. The funds that may be used also differ based on whether the amount that must be contributed by a partner for infrastructure costs is determined under the Local Funding Model or the State Funding Model. (Copy of the 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.

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

- (1) CASH, NON-CASH and THIRD-PARTY IN-KIND CONTRIBUTIONS***
- (2) Funding from philanthropic organizations or other private entities; or
- (3) Other alternative financing options (described in WIOA sec. 121(c)(2)(A)(ii) and 20 CFR 678.715, 34 CFR 361.715, and 34 CFR 463.715.

Some partner programs may have statutory or regulatory prohibitions against using certain types of these contribution or on how the program may treat these contributions for fiscal accountability purposes under the respective program's requirements.

Cash

Cash funds provided to the Local WDB or its designee by one-stop Partners, either directly or by an interagency transfer, or by a third party.

Non-Cash

- Expenditures incurred by one-stop Partners on behalf of the one-stop center; and
- Non-cash contributions or goods or services contributed by a Partner program and used by the One-Stop center.

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.

Third-party In-kind

Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop Partner to:

- Support the One-Stop Center in general; or
- Support the proportionate share of One-Stop infrastructure costs of a specific partner.

[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]

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 program that is contributing the funding. The infrastructure funding may be from funds classified as administrative, program, or both, depending on the partner program's requirements.

VII. 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 the review.

The LWDB 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 the budget to the LWDB in writing. The LWDB will review the disputed cost items and respond accordingly to the Partner. When necessary, the LWDB will revise the invoice and the adjusted budget upon resolution of the dispute.

One-Stop delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the OSCC, 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 One-Stop 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., American Job Center signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the 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 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 partner programs or their subrecipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the 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 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 IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the One-Stop Career Center (OSCC) or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

VIII. METHODS OF INTERNAL REFERRAL

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

Partners agree to:

- 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 American Job Center network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,
- Provide a paragraph regarding a description of services with website link to organization /entity to be placed on CSCF website for ease and consistency of referrals.
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

IX. DATA SHARING

CSCF will provide employment services to individuals participating in the partner 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 programs. The partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CSCF 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.

Partners agree 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.

Partners further agree 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. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all requirements.

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

- Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
- 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.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- 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 One-Stop 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.

X. TERM

The Term of this IFA shall commence on **July 1, 2019**, or the date last executed by both parties, whichever is later, through **June 30, 2020**, and will be reviewed and renewed annually for three (3) successive one-year terms upon written approval by both parties. This MOU may be terminated for convenience at any time by either party upon sixty (60) days written notice. Neither this MOU 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.

XI. AMENDMENTS AND MODIFICATIONS

Neither this IFA 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.

XII. MERGER

This IFA 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.

XIII. 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 IFA. None of the Parties intend to directly or substantially benefit a third party by this IFA. The Parties agree that there are no third-party beneficiaries to this IFA and that no third party shall

be entitled to assert a claim against any of the Parties based upon this IFA.

XIV. GOVERNANCE

The accountability and responsibility for the One-Stop career center system's organizational activity and accomplishments will rest with CSCF. Pursuant to the Act CareerSource shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this IFA will be resolved in accordance with CSCF's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

XV. DISPUTE RESOLUTION


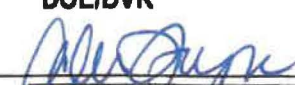
If an issue arises involving this IFA, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, 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 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 and to the Director of the Partner organization, Partner or impose other remedies to resolve the issue.

XVI. SIGNATURES

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

| | APPROVED BY: | APPROVED BY PARTNER: |
|---------------|---|---|
| | CareerSource Central Florida | DOE/DVR |
| By: |  | By:  |
| Name: | Pamela Nabors | Name: Allison Flanagan |
| Title: | President/CEO | Title: Director |
| Date: | | Date: 1/10/2020 |

APPROVED BY PARTNER:

**Florida Department of Education /
Division of Vocational Rehabilitation**

By: _____

Name: Richard Corcoran

J. Allen Kelly

Title: Commissioner of Education

Cheryl Stutz

Date: _____

2/3/20

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ATTACHMENT A

40 Hrs Per Week

| 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 | 30.03% | \$ 196,718 |
| Youthbuild | DOL | CSP | 1 | 40 | 1 | 3.00% | \$ 19,672 |
| Wagner Peyser | | CSP | 6 | 240 | 6 | 18.02% | \$ 118,031 |
| Senior Community Employment Service Program | DOL | AARP | 2 | 25 | 0.655 | 1.97% | \$ 12,885 |
| TAA Program Trade Adjustment Act | DOL | | 1 | 40 | 1 | 3.00% | \$ 19,672 |
| RESEA | DOL | CSP | 1 | 40 | 1 | 3.00% | \$ 19,672 |
| Veteran Program DVOP | DOL | CSP | 3 | 120 | 3 | 9.01% | \$ 59,015 |
| Adult Education GED , Career Tech (Orange) | DOE | PCSB | 1 | 2 | 0.05 | 0.15% | \$ 984 |
| Migrant Seasonal Farm Worker Program | DOE | OCPS | 0 | 0 | 0 | 0.00% | \$ - |
| Vocational Rehabilitation | DOE | VR | 1 | 8 | 0.2 | 0.60% | \$ 3,934 |
| Division of Blind Services | DOE | Florida Division of | 1 | 8 | 0.2 | 0.60% | \$ 3,934 |
| Welfare Transition | HHS/TANF | CSP | 8 | 320 | 8 | 24.02% | \$ 157,374 |
| SNAP Employment & Training | HHS | CSP | 2 | 80 | 2 | 6.01% | \$ 39,344 |
| CSBG (Orange County) | HHS | | 1 | 2 | 0.2 | 0.60% | \$ 3,934 |
| | | | | | | | |
| Total | | | 38 | 1,325 | 33.305 | 100% | \$ 655,168 |

ESTIMATED INFRASTRUCTURE COST

Cost Per FTE \$ 19,672

ESTIMATED COST PER FTE

Cost for .2 FTE

\$ 3,934

ESTIMATED COST DIRECT LINKAGE

BCC Mtg. Date: October 22, 2019

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.
D/B/A CAREER SOURCE CENTRAL FLORIDA
AND
ORANGE COUNTY, FLORIDA
REGARDING
THE WEST ORANGE COUNTY AMERICAN JOB CENTER

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between **ORANGE COUNTY, FLORIDA** (the "**County**" or the "**Partner**"), a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its Community Action Division, and **CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC. D/B/A CAREER SOURCE CENTRAL FLORIDA** ("**CareerSource**"), a Florida not-for-profit corporation serving as a workforce development board pursuant to chapter 445, Florida Statutes, with a principal address at 390 North Orange Avenue, Suite 700, Orlando, Florida 32801. The County and CareerSource may be referred to herein individually as "**party**" or collectively as "**parties.**"

I. RECITALS. *The following recitals are hereby incorporated and therefore serve as a material part of this MOU.*

A. The Federal Government passed the Workforce Innovation and Opportunity Act of 2014 (the "**Act**" or "**WIOA**") pursuant to which CareerSource manages the American Job Center located at 609 North Powers Drive, Suite 340, Orlando, Florida 32818 (the "**American Job Center**" or "**AJC**") throughout the Central Florida region.

A. The County is one of several AJC local partners (the "**Local AJC Partners**") that are required to enter into an MOU with CareerSource pursuant to: (1) their responsibility to administrate employment and training activities as a recipient of the U.S. Department of Health and Human Services' Community Services Block Grant ("**CSBG**"); (2) 20 CFR § 678.400(b)(9); or (3) some other federal or state requirement.

B. As partners, CareerSource and the County are required by the Act to enter into an MOU, which this instrument shall serve as, with the goal of facilitating collaboration between the parties in order to develop strategies for increased employment, retention, and earnings for job seekers with the aim of fostering an improved workforce, an increase in self-sufficiency, and the overall enhancement of productivity in the Central Florida region.

C. CareerSource and the County hereby agree to continue to coordinate and perform

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C. CareerSource and the County hereby agree to continue to coordinate and perform

the responsibilities described in this MOU in a manner that is within the scope of legislative requirements governing the parties' respective programs, services, agencies in order to best serve the public welfare.

D. In consideration of the mutual promises, covenants, and conditions set forth, the parties agree as further stated in this MOU.

II. PROVISION OF SERVICES.

A. CareerSource is the grant recipient, administrative entity, and fiscal agent for Local Workforce Area ("LWA") 12. CareerSource will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and additions.
2. Coordinate with the Partner to provide access to workforce services and programs through the AJC in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the AJC. 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 that 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 AJC.
4. Coordinate with the Partner for the funding of the infrastructure costs of the AJC 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 co-location as space permits.
6. Serve as a model CareerSource's core values and maintain a professional working environment.
7. Abide by all of its policies, rules, and procedures, and any applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CareerSource to provide access to its workforce services and programs through the AJC in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the AJC.
2. Coordinate with CareerSource to ensure that 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 AJC.
3. Coordinate with CareerSource for the funding of the infrastructure costs of the One-Stop career centers in compliance with the Infrastructure Funding Agreement ("IFA").
4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the AJC.
5. Provide CareerSource with monthly outcome numbers for performance data tracking.
6. Provide feedback to CareerSource management regarding the performance of the partnership, including its effectiveness and success.
7. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CareerSource staff.

III. METHODS OF INTERNAL REFERRAL.

Internal cross-referral procedures will be developed and reassessed based upon availability of funding, services, and program need to ensure that high quality and convenient services are available to potentially eligible customers of the AJC.

IV. CONFIDENTIALITY OF RECORDS.

A. The parties to this MOU agree to comply with the provisions of the Act, applicable sections of the Vocational Rehabilitation Act, and other appropriate statutes or requirements to ensure the following:

1. To the extent permitted by the State of Florida's Public Records Law, all applications and individual records related to services provided under this MOU, including eligibility for services enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services;

2. To the extent permitted by the State's Public Records Law, no party shall publish, disclose – or use or permit or cause to be published, disclosed, or used – any confidential information pertaining to AJC applicants, participants or customers; and
3. Each party agrees to abide by the current confidentiality provisions of respective statutes and shall share information necessary for the administration of this MOU.

V. INFRASTRUCTURE COSTS.

Costs of the infrastructure for the AJC will be allocated and provide for in accordance with the requirements of the Act; federal cost principles; and all other applicable legal requirements. Such AJC infrastructure costs are further addressed in the IFA that will be executed contemporaneously with this MOU.

VI. TERM.

This MOU is effective **July 1, 2019 through June 30, 2020** and may be reviewed and renewed annually for successive one (1) year terms. This MOU may be terminated for convenience at any time by either party's provision to the other party of a sixty (60) calendar day written notice. Such notice period shall begin upon receipt of the notice of termination by the non-terminating party.

VII. AMENDMENTS AND MODIFICATIONS.

No amendment or modification of this MOU shall be binding upon any party to this MOU unless reduced to writing and signed by a duly authorized representative of each party to this MOU.

VIII. MERGER.

This MOU, and the IFA to be contemporaneously executed with this MOU, together constitute and express the entire and integrated understanding and agreement between the parties to this MOU, 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 expressed in this MOU shall be binding upon the parties.

IX. THIRD PARTY BENEFICIARY.

Nothing in this MOU, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit, or remedy of any nature under or by reason of this MOU.

X. MONITORING.

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

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

B. The Partner shall expect regular fiscal and programmatic monitoring to be conducted by each of the above entities as appropriate.

XI. NON-DISCRIMINATION AND EQUAL OPPORTUNITY.

The parties certify that they prohibit, and will continue to prohibit, discrimination. Additionally, they certify that no person, otherwise qualified, will be 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 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.

XII. INDEMNIFICATION.

To the fullest extent permitted by law, CareerSource shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost, and expenses (including attorneys' fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of CareerSource or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. Nothing contained herein shall constitute as waiver by the County of sovereign immunity or the provisions of Section 768.28, Florida Statutes. It is agreed by the parties that specific consideration has been paid under this Agreement for this provision.

XIII. INDEPENDENT CONTRACTOR.

The parties agree that the relationship between the County and CareerSource established by this MOU is that of independent contractors. Nothing in this MOU shall be construed to create any agency or employment relationship between the County, or any of its employees, and CareerSource, or any of its employees. Unless explicitly stated in this MOU, neither party shall have any right, power, or authority to assume, create, or incur any expense, liability or obligation, express or implied, on behalf of the other.

XIV. SEVERABILITY.

The provisions of this MOU are declared by the parties to be severable. However, the material provisions of this MOU are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this MOU. Therefore, should any material term, provision, covenant, or condition of this MOU be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

XV. DRUG AND ALCOHOL-FREE WORKPLACE.

The parties 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.

XVI. CERTIFICATION REGARDING LOBBYING.

The 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.

XVII. DEBARMENT AND SUSPENSION.

The 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.

XVIII. PRIORITY OF SERVICE.

The 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. The Partner 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.

XIX. GOVERNANCE.

The accountability and responsibility for the AJC's organizational activity and accomplishments will rest with the CareerSource. Pursuant to the Act, CareerSource shall conduct oversight with respect to the AJC.

XX. NOTICES.

Any notice required or permitted in this MOU shall be delivered by hand delivery, express courier, or certified mail, return receipt requested, and shall be effective upon receipt of the same. Notices shall be delivered to each of the parties at the following addresses, or at such other addresses as specified by written notice in compliance with the terms of this provision.

As to the County: Orange County, Florida
Attn: Manager, Community Action Division
2100 East Michigan Street
Orlando, Florida 32806

Copy to: Orange County Administration
Attn: Deputy County Administrator,

Administration and Fiscal Services
201 S. Rosalind Avenue, 5th Floor
Orlando, FL 32802

Copy to: Orange County, Florida
Attn: Manager, Procurement Division
P.O. Box 1393
Orlando, Florida 32802-1393

As to CareerSource: Career Source Central Florida
Attn: President & CEO
390 N. Orange Avenue
Suite 700
Orlando, FL 32801

Copy to: Career Source Central Florida
Attn: Chief Operating Officer
390 N. Orange Avenue
Suite 700
Orlando, FL 32801

XXI. Authority of Signatory.

Each signatory below represents and warrants that they have full power and are duly authorized by their respective party to enter into and perform this MOU. Such signatory also represents that they have fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this MOU as stated.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have signed and executed this MOU on the dates indicated below.



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Bryan W. Brooks*
for Jerry L. Demings
Orange County Mayor

Date: 22 Oct 19

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

By: *Jennifer Kimetz*
for Deputy Clerk

**CENTRAL FLORIDA REGIONAL WORKFORCE
DEVELOPMENT BOARD, INC. D/B/A
CAREERSOURCE CENTRAL FLORIDA**

By: *Pamela Nabors*
Printed Name: Pamela Nabors
Official Title: President/CEO
Date: 9-26-19

ATTACHMENT I



**SUBRECIPIENT AGREEMENT NO: WIOA OSO 18-19-7017
CONTRACT MODIFICATION NO. 02**

**CONTRACT BETWEEN
CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC. – REGION 12
d/b/a CareerSource Central Florida
And
LDW GROUP LLC.**

SUB-AWARD PERIOD OF PERFORMANCE: October 1, 2018 – June 30, 2020

DESCRIPTION OF CHANGE: The purpose of Modification No. 02 to Sub-Award Agreement WIOA OSO 18-19-7017 between CareerSource Central Florida and LDW GROUP LLC. is to extend contract term for an additional one-year term during period of July 1, 2019 thru June 30, 2020. Also, amends contract value and incorporates budget for period of July 1, 2019 thru June 30, 2020.

On the first page of sub-award agreement within the second paragraph change Agreement of Payment amount from not-to-exceed forty-three thousand three hundred thirty-six dollars (\$43,336.00) to one hundred twenty-six thousand two hundred fifty-six dollars (\$126,256) an increase of eight-two thousand nine hundred twenty dollars (\$82,920.00). Also, within the third paragraph, change the contract period end date from June 30, 2019 to June 30, 2020.

Within ATTACHMENT B: STATEMENT OF WORK change the performance period date appearing under One Stop Operator – LDW Group LLC heading to read October 1, 2018 – June 30, 2020.

Amend ATTACHMENT C – BUDGET as follows:

Below first table add a second table incorporating the following budget for period of: July 1, 2019 to June 30, 2020.

| Cost Reimbursement Budget Cost Category Line Item | CareerSource Funding Amount \$ |
|--|--------------------------------------|
| A. Salaries | |
| • Salary & Fringe Benefits | \$82,920 |
| B. TOTAL | \$82,920 |

Within ATTACHMENT D - PERFORMANCE OBJECTIVES AND DELIVERABLES change the performance period date appearing under One Stop Operator – LDW Group LLC heading to read October 1, 2018 – June 30, 2020.

No other changes are authorized by this modification.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused their proper and duly authorized officers to execute and deliver this modified agreement.

IMPOWER, INC.

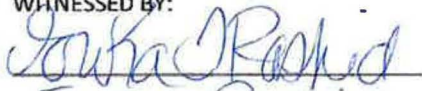
BY: 

Signature

Dr. Linda D. Woodard, President

DATE: 7/3/19

WITNESSED BY:



Erika Rashid

Printed Name

DATE: 7/3/19

CAREERSOURCE CENTRAL FLORIDA


BY: 

Signature

Pamela Nabors, President and CEO

DATE: 7-3-19

WITNESSED BY:



Co. Alvarez

Printed Name

DATE: 7-3-19

Note: Regardless of the date the modification is signed, this modification shall be effective July 1, 2019.

LEGEND: | Denotes Changes