

# CareerSource

## Citrus Levy Marion

### Workforce Innovation and Opportunity Act Local Workforce Plan Two-Year Modification

January 1, 2023 – December 31, 2024

### Local Workforce Development Area 10

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Date Submitted:  
October 3, 2022

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## INTRODUCTION

These instructions provide direction for local workforce plans (local plans) submitted under [Public Law 113-128, the Workforce Innovation and Opportunity Act \(WIOA\)](#). WIOA requires each local workforce development board (LWDB), in partnership with the appropriate chief local elected official(s), to develop and submit a comprehensive four-year local plan to the state. Additionally, local plans must be modified at the end of the first two-year period of the four-year local plan to reflect changes in labor market and economic conditions and other factors affecting the implementation of the local plan. Federal regulations require states and LWDBs to regularly revisit and recalibrate state plan strategies in response to changing economic conditions and workforce needs of the state (20 Code of Federal Regulations (CFR) 676.135).

WIOA emphasizes the importance of collaboration and transparency in the development and submission of local plans. LWDBs provide leadership, and should seek broad stakeholder involvement, in the development of their local plan. Chief local elected officials, LWDB members, core program partners, mandatory one-stop career center partners, and local economic development entities are an integral part of the planning process. WIOA encourages an enhanced, integrated system by including core programs in its planning and performance requirements. Affected entities and the public must have an opportunity to provide input in the development of the plan. LWDBs must make the plan available electronically and in open meetings to ensure transparency to the public.

In addition to the specific requirements outlined in these instructions, local plans must:

- A. Identify and describe policies, procedures, and local activities that are carried out in the local workforce development area (local area), consistent with the strategic and operational elements of the state plan as well as [CareerSource Florida Strategic Policy 2021.12.09.A.1 – Comprehensive Employment Education and Training Strategy](#).
- B. Align with the CareerSource Florida Board of Director's business and market-driven principles to be the global leader for talent. These principles include:
  - Increasing the prosperity of workers and employers.
  - Reducing welfare dependency.
  - Meeting employer needs.
  - Enhancing productivity and competitiveness.
- C. Address how the LWDB coordinates service delivery with core programs of the Florida Department of Education's Division of Vocational Rehabilitation, Division of Blind Services and Division of Career and Adult Education, as well as other required and optional partners.
- D. Be based on current and projected needs of the local workforce investment system, with an increased emphasis on coordination and collaboration at all levels to ensure a seamless system for employers and job seekers, including veterans, Supplemental Nutrition Assistance Program (SNAP) and Temporary Assistance for Needy Families (TANF) benefit recipients, individuals with disabilities, and individuals residing in rural areas.

- E. Set forth a strategy to utilize all allowable resources to:
- Assist Floridians with securing employment that leads to economic self-sufficiency and reduces the need for public assistance.
  - Provide opportunities for Floridians to develop skills intended to meet the present and future needs of employers.
  - Ensure that workforce-related programs are responsive to present and future needs of business and industry and complement the initiatives of state and local economic development partners, including Enterprise Florida, Inc. in relation to:
    - Job training;
    - The attainment of a credential of value identified pursuant to Section 445.004(4)(h)4.c., Florida Statutes;
    - The attainment of a postsecondary degree or credential of value; and
    - Any other program that has, at least in part, the goal of securing employment or better employment for an individual and receives federal funds or a state appropriation.
  - Prioritize evidence-based, results-driven solutions to improve outcomes for Floridians and Florida businesses.
  - Develop collaborative partnerships that leverage multiple sources of funding to provide services to all customers seeking assistance, especially Florida's vulnerable populations.
  - Identify barriers to coordinating and aligning workforce-related programs and develop solutions to remove such barriers.
- F. Identify the education and skill needs of the workforce and the employment needs of the local area and include an analysis of the strengths and weaknesses of services provided to address identified needs. Assessments include the best available information, evidence of effectiveness, performance information for specific service models and a plan to improve program effectiveness by adopting proven or promising practices as a part of the local vision.
- G. Provide a comprehensive view of the systemwide needs of the local area.
- H. Address how LWDBs foster strategic alignment, improve service integration and ensure the workforce system is industry-relevant, responding to the economic needs of the local workforce development area and matching employers with skilled workers.
- I. Lead to greater efficiencies, reduce duplication, and maximize financial and human resources.
- J. Address current and future strategies and efficiencies to address the continuous improvement of Florida's workforce investment system and its focus on customer service excellence.

## KEY DATES

## ON OR BEFORE

Florida Unified Plan Public Comment.....	February-March 2022
Florida Unified Plan Reviewed by Federal Agencies.....	March-June 2022
Key Dates Sent to Local Boards.....	March 25, 2022
Local Plan Guidelines Issued.....	May 25, 2022
Final Revisions and Approval of Florida Unified Plan.....	July-August 2022
Local Plans Due.....	October 3, 2022
Local Plans Approved by State Board.....	December 2022
Local Plans Effective.....	January 1, 2023

## PUBLIC COMMENT PROCESS

Prior to the date on which the LWDB submits the local plan, the LWDB must provide an opportunity for public comment on the development of the local plan. To provide adequate opportunity for public comment, the LWDB must:

- (1)** Make copies of the proposed local plan available to the public through electronic and other means, such as public hearings and local news media (WIOA § 108(d)(1)).
- (2)** Include an opportunity for comment by members of the public, including representatives of business, labor organizations, and education (WIOA § 108(d)(2)).
- (3)** Provide no less than a 14-day period and no more than a 30-day period for comment on the plan before its submission to DEO, beginning on the date on which the proposed plan is made available (WIOA § 108(d)(2)).
  - Public Comment Period Advertised – September 6<sup>th</sup> – September 20<sup>th</sup>, 2022 All news outlets & CSCLM Website
  - First Draft Plan Available for Public Comment – September 6<sup>th</sup>, 2022
  - Public Comment Period – September 6<sup>th</sup> – September 20<sup>th</sup>, 2022
  - Citrus Presentation & Listening Session – October 21, 2021 – College of Central Florida – Lecanto Campus
  - Levy Presentation & Listening Session – October 20, 2021 – College of Central Florida – Levy Campus
  - Marion Presentation & Listening Session – October 19, 2021 – College of Central Florida Enterprise Center
  - Draft Plan Presented to Full Board – September 7, 2022 – College of Central Florida
  - Draft Plan Presented to Consortium – September 21, 2022
  - Local Plan Due to State – October 3, 2022
  - Local Plan Approved by State – December 2022

## PLAN SUBMISSION

### ONLINE FORM

CareerSource Florida, Inc., established an online form for WIOA local plan submissions, required attachments and contact information for primary and secondary points of contact for each local workforce development board. **Please note the local plan and all attachments must be submitted in a searchable PDF format.**<sup>1</sup>

The web address for submitting local plans, required attachments and links to requested documents is <https://careersourceflorida.com/wioa-form/>

**It is recommended that those submitting local plans carefully review these instructions and those posted online prior to submitting plans.**

**All local plans must be submitted no later than 5:00 p.m. (EST) on Thursday, October 3, 2022.**

**Prior to plan submission, please ensure:**

- **The local board reviewed the plan;**
- **The board chair and the chief elected official signed the appropriate documents;**
- **The name and number of the local board and are on the plan cover page;**
- **The plan submitted or point of contact is on the cover page;**
- **The structure and numbering follows the plan instructions format;**
- **A table of contents with page numbers is included and each page of the plan is numbered;**
- **Text is typed, preferably in the fonts Arial or Calibri, with a font size of 11 or greater;**
- **Responses to all questions are informative and concise; and,**
- **The name of the local area, the page number and plan submission date are listed in the footer of the document.**

## ATTACHMENTS

Please provide a link to the local board's website showing the attachments described below or upload attachments in a searchable PDF file with the local plan:

- A. Executed interlocal agreement that defines how parties carry out roles and responsibilities of the chief local elected official (if the local area includes more than one unit of general local government in accordance with WIOA § 107(c)(1)(B) .



A - Interlocal Agreement.pdf

- B. Executed agreement between the chief local elected official(s) and the local workforce development board.
- C. Evidence of designation of the fiscal agent by the chief local elected official(s), if other than the chief local elected official.

<https://careersourceclm.com/wp-content/uploads/2021/03/2020-Memorandum-of-Agreement-revised-2021.pdf>

- D. Current bylaws established by the chief local elected official to address criteria contained in 20 CFR 679.310(g) and [CareerSource Florida Administrative Policy 110 – Local Workforce Development Area and Board Governance](#).
- E. Current board member roster, meeting minutes for the local plan agenda item, discussions about the plan, and the board's vote on the local plan.
- F. Agreements describing how any single entity selected to operate in more than one of the following roles: local fiscal agent, local board staff, one-stop operator, or direct provider of career services, will carry out its multiple responsibilities, including how it develops appropriate firewalls to guard against conflicts of interest. Also attach copies of any processes and procedures that clearly detail a) how functions are sufficiently separated; b) descriptions of the steps the local area has taken to mitigate risks that could lead to impropriety; c) firewalls (physical, technological, policies, etc.) created to ensure such risks are mitigated; and d) oversight and monitoring procedures.



F - Admin Plan 2022.pdf

- G. Executed Memoranda of Understanding for all one-stop partners (Section III(b)(2) of the State of Florida WIOA Unified Plan).
- H. Executed Infrastructure Funding Agreements with all applicable WIOA required partners (Section III(b)(2) and Section IV(a)(1)(d) of the State of Florida WIOA Unified Plan).
- I. Executed cooperative agreements which define how all local service providers, including additional providers, will carry out the requirements for integration of and access to all services available in the local one-stop delivery system. This includes cooperative agreements (as defined in WIOA section 107(d)(11)(B) between the LWDB or other local



entities described in WIOA section 107(d)(11)(C) of the Rehabilitation Act of 1973 (29 U.S.C 721(a)(11)(B)) and the local office of a designated state agency or designated state unit administering programs carried out under Title I of such Act (29 U.S.C. 721(a)(11) with respect to efforts that enhance the provision of services to individuals with disabilities and to other individuals, such as cross-training staff, technical assistance, use and sharing of information, cooperative efforts with employers and other efforts of cooperation, collaboration and coordination.

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

Public Comment Period Advertised – September 6<sup>th</sup>, 2022 All news outlets & CSCLM Website

First Draft Plan Available for Public Comment – September 6, 2022

Public Comment Period – September 6, 2022 – September 20, 2022

Citrus Presentation & Listening Session – October 21, 2021 – CareerSource Citrus Center

Levy Presentation & Listening Session – October 20, 2021 – CareerSource Levy Center

Marion Presentation & Listening Session October 19, 2021 – College of Central Florida Enterprise Center

Draft Plan Presented to Full Board – September 7, 2022 – College of Central Florida

Draft Plan Presented to Consortium – September 21, 2022 – CSCLM

Local Plan Due to State – October 3, 2022

Local Plan Approved by State – TBD

## PLAN APPROVAL

DEO will review each local plan for the requirements outlined in these guidelines using a local plan review checklist that aligns with requirements outlined in these guidelines. If there are questions or concerns, DEO will notify the contact(s) included in the local plan.

DEO will recommend approval of the local plan to the CareerSource Florida Board of Directors (state board), unless DEO notifies the LWDB in writing that:

- There are deficiencies in workforce investment activities that have been identified through audits, and the local area has not made acceptable progress in implementing plans to address the deficiencies;
- The local plan does not comply with applicable provisions of WIOA and the WIOA regulations, including the required consultations and public comment provisions, and the nondiscrimination requirements of 20 CFR Part 38; or
- The local plan does not align with the state plan, including with regard to the alignment of the core programs to support the strategy identified in the state plan in accordance with WIOA § 102(b)(1)(E) and 20 CFR 676.105.

The local plan, including plan modifications, will be considered to be approved upon written notice by DEO advising of state board approval or at the end of the 90-day period beginning the day DEO receives the local plan, or plan modification, unless, in accordance with 20 CFR

679.570, any deficiencies referenced above were identified by DEO in writing and remain unresolved.

Any questions regarding the submission, review and/or approval of local plans should be submitted to DEO at: [WIOA-LocalPlans@DEO.MyFlorida.com](mailto:WIOA-LocalPlans@DEO.MyFlorida.com).

## A. ORGANIZATIONAL STRUCTURE

The local plan must describe the organizational structure in place in the local area, including:

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

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

Commissioner Carl Zalak, III  
601 SE 25th Avenue  
Ocala, FL 34471  
352-438-2323  
[Carl.zalak@marioncountyfl.org](mailto:Carl.zalak@marioncountyfl.org)

Commissioner Ruthie Schlabach  
110 N. Apopka Avenue, Inverness, FL 34450  
Phone: 352-3114-6560  
Fax: 352-341-6584  
Toll Free: 352-489-2120 (Citrus Springs & Dunnellon)  
[ruthie.schlabach@citrusbocc.com](mailto:ruthie.schlabach@citrusbocc.com)

Commissioner Lily Rooks  
355 S. Court Street  
Bronson, FL 32621  
352-486-5218  
[District4@levycounty.org](mailto:District4@levycounty.org)

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

The Consortium was informed of the meetings being held with community community partners regarding the WIOA Plan. The Consortium has been provided draft of the Plan for review and has been presented to the Consortium, along with any public comments and the decision of the Board regarding those comments. The Consortium is invited to discuss the plan with staff and provide input.

**(2) Local Workforce Development Board**

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

Brandon Whiteman  
Two Twelve Benefits  
741 NE 3<sup>rd</sup> Street  
Ocala, FL 34470  
Phone: (352) 479-0944  
[brandon@twotwelvebenefits.com](mailto:brandon@twotwelvebenefits.com)

**(b) If applicable, identify the vice-chairperson of the LWDB by name, title, mailing address, phone number and email address. Identify the business or organization the vice- chairperson represents.**

Albert Jones  
AutoZone Inc.  
2301 W Coast Path  
Beverly Hills, FL 34465  
Phone: 352-513 6152  
[aljones2421@gmail.com](mailto:aljones2421@gmail.com)

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

In 2021, the board engaged Thomas P. Miller and Associates to assist it in updating its Strategic Plan. This Plan was adopted by the Board and Consortium in June 2022 and programming realignment was initiated for full implementation by July 1, 2022. As part of the Strategic Plan, local workforce boards whose labor markets, commuter patterns and industry sectors aligned with CareerSource CLM were also identified.

As a direct provider of services in this workforce area, the workforce board is active in the day-to-day management of services within the career centers and is therefore in tune with local economic conditions. It is the direct work of the frontline staff of the workforce development board that shapes the processes and service delivery methods as endorsed by the board of directors. It is also the input of frontline staff to the board that helps in the decision making processes.

Workforce board staff members are responsible for the writing and coordination with the chief elected officials, the board of directors, and the public through advertised information sessions to compile all strategies and input to create the comprehensive plan.

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

In June 2021, the board engaged Thomas P. Miller and Associates (TPMA) to assist in developing its Strategic Plan. Over the next six months, TPMA facilitated stakeholder engagement sessions, conversations with partner organizations, meetings with staff and organizational leadership. The results were guideposts to steer TPMA and leadership to the major priorities CSCLM needed to hone in on – both internally and externally. The plan will be reviewed by all Board Committees as well as education, economic development and private partners.

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

**(a) Provide the name of the entity selected to receive and disburse grant funds (local fiscal agent) if other than the chief local elected official (WIOA § 107(d)(12)(B)(i)(III) and 20 CFR 679.420).**

The Consortium has selected the Citrus Levy Marion Regional Workforce Development Board, Inc., dba CareerSource Citrus Levy Marion.

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

The Citrus Levy Marion Regional Workforce Development Board has elected to hire its own staff to serve as administrative entity, staff the One Stop centers and act as direct service provider within the local area.

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

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

The Citrus Levy Marion Regional Workforce Development Board has selected Thomas P. Miller and Associates to act as One Stop Operator. The current agreement went into effect July 1, 2022.

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

The Citrus Levy Marion Regional Workforce Development Board takes the following measures to ensure a competitive process:

- 1) Advertisement of Bids - All formal purchases will be advertised in major local area newspapers for at least two days prior to opening date and 30 days prior to closing. Bid invitations will also be sent to all firms that have identified themselves to CareerSource Citrus Levy Marion as having an interest in providing that type of product or service. Handicapped, minority and female vendors, being listed in

the State of Florida's Approved list of minority and female businesses are automatically considered to have identified themselves to CareerSource Citrus Levy Marion. For other local businesses, the yellow pages of Region County Telephone books or a specific request from the vendor will also be used to define interest.

- 2) Handling of Quotes - All formal bids will be made on the form provided with the bid specification and returned, sealed in an envelope marked "WRITTEN QUOTE FOR . All responses must be received by the close of business on the date listed in the RFQ. Any quote received after that time will be returned, unopened, to the vendor. Quotes will be date and time stamped by CareerSource Citrus Levy Marion upon receipt in the manner prescribed for informal written quotes.
- 3) Minimum Number of Bids - Normally, a minimum of three bid responses are required for an award to be made. In cases where less than three responses are received, the staff soliciting the bids will contact a sampling of the vendors not responding and document the reason(s) for their non-response. This information will be made available to the CEO. The CEO may either request that the bid be re-solicited or may, if the timing or other matters dictate, ask the Executive Committee to approve the award based upon the information received from the vendors.
- 4) Awarding Authority - For matters of less than \$25,000, provided that three or more bids exist, the authority to approve is vested in the CEO. If less than three bids are received, dependent upon the total cost amount, the CEO may approve the purchase or submit the item to the CareerSource Citrus Levy Marion Executive Committee for its review and approval. For items \$25,000 or more, the awarding authority is the CareerSource Citrus Levy Marion Executive Committee.
- 5) Authority for Termination of Contracts - Contracts may be terminated by the CEO, for any reason, after receiving the approval of the Executive Committee. The CEO is authorized to suspend contract payments where evidence of Fraud, Waste or Abuse of Funds is brought to light. Final action to terminate or permanently suspend must be approved by the Executive Committee.

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**(c) If the LWDB serves as the one-stop operator, provide the last date the state**

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board granted approval to the LWDB to serve in this capacity and the approved duration.

Not applicable

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

TPMA roles and responsibilities .

- Board member engagement and advocacy
- Outreach and stakeholder engagement (customers and partners)
- Implementation of HB1507

**(e) Provide the location (address) and type of each access point, indicating whether it is a comprehensive center<sup>3</sup>, affiliate site or specialized center, as described in [CareerSource Florida Administrative Policy 093 – One-Stop Delivery System and One-Stop Career Center Certification Requirements](#).**

We have four Career Centers in our area, with one center designated as a comprehensive service center. Two of the other centers currently provide the majority of the required programs with easy access to all programs, and the final center provides services to professional candidate and businesses seeking highly trained individuals.

- Marion County: Our Comprehensive Career Center is located at 2703, NE 14<sup>th</sup> Street, in Ocala
- Citrus County: Our Career Center (Affiliate Site) is located at 683 S. Adolph Point, in Lecanto
- Levy County: Our Career Center (Affiliate Site) is located at 2175 NW 11<sup>th</sup> Drive, in Chiefland
- Area wide: Our Professional Career Center (Specialized Center) is located at 3003 SW College Road in Ocala

We also have two Mobile Career Centers (MCC) that we use to serve our outlying rural areas to increase the accessibility to our services and programs. These units have a pre-determined schedule at partner sites that is published on our website, our offices, and at partner offices so that customers know when and where to expect the mobile unit.

**(f) Identify the days and times when each access point is open to customers. Comprehensive career centers must be open to the general public for walk-in service a minimum of eight hours per day during regular business days, Monday through Friday.**

All Centers operate Monday through Friday, 8:00 a.m. to 5:00 p.m. in all of our locations. Mobile Career Center hours and scheduled stops are posted on our website.

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

Core programs provided within the system through memorandum of understanding (MOU) include:

- Vocational Rehabilitation (VR), services provided through MOU being negotiated at the State level with Department of Education. Local level of services are available via referral.
- Senior Community Service Employment Program (SCSEP) is provided through MOU negotiated locally. **On site in one Career Center with direct linkages for other centers.**
- Adult Education and Literacy Activities is provided through Withlacoochee Technical, Marion Technical and local Colleges. **Direct linkages and through referral.**
- Carl D. Perkins Career and Technical Education Act through Withlacoochee Technical, Marion Technical and local Colleges, **supporting training needs as determined by skills gap in community.**
- Community Action Agencies training and employment services, MOU negotiated locally. **Available in our Comprehensive Center and in Coordination of services & Integrated Referrals in all other centers.**
- Housing Authorities, MOU negotiated at the local level. **Coordination of Services & integrated referrals.**
- Department of Juvenile Justice and corrections services through MOU negotiated locally. **Integrating services for mutual benefit and referrals upon release**

Other employment and training programs within the system include:

- Ticket-to-Work services are provided throughout the area in contract with the Social Security Administration. **Stationed in Marion County Career Center and available in all centers as needed.**
- Small Business Administration services are provided in partnership with our business services. **Located in same building as Professional Center with on-going linkage.**
- Kids Central services for Foster Youth. **Referrals between youth serving agencies.**
- Early Learning Coalitions. **Provided through referral.**
- Center for Independent Living provide services as needed to individuals with disabilities. **Referrals, training, and accessibility.**
- PACE Center for Girls. **Referrals between youth serving agencies.**

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

[https://careersourceclm.com/wp-content/uploads/2022/11/WP\\_CC - Credentials.pdf](https://careersourceclm.com/wp-content/uploads/2022/11/WP_CC_-_Credentials.pdf)

- (i) Describe any additional criteria (or higher levels of service coordination than required in [CareerSource Florida Administrative Policy 093 – One-Stop Delivery System and One- Stop Career Center Certification Requirements](#)) relating to service coordination achieved by the one-stop delivery system, to respond to education/training needs, labor market, economic, and demographic conditions and trends in the local area (WIOA § 121(g)(3)).

CareerSource CLM has been dedicated to continuous improvement of our system to better the services provided not only to our business customers, but to job seeking candidates, as well.

The first step taken toward reviewing service levels and restructuring future service provision began with our implementation of the Net Promoter System (NPS) in 2015. NPS is an automated survey software package that allows our Director of Continuous Improvement to target customer service surveys to specific groups of job candidates that utilize CareerSource CLM services. These targeted groups give real-time feedback based on specific touchpoints that are received as they navigate our system and services allowing for senior management to identify strong areas of service and any areas that may require immediate attention. Several touchpoints that are monitored on a monthly basis include (but not all inclusive):

- Initial use of resource room services
- 6 months after assistance from CareerSource CLM staff
- WIOA training enrollment
- WIOA training outcome and placement
- Veteran Services
- WTP/SNAP services
- Business Services job order processing

Our survey results continue to trend much higher than national averages for other service-based industries. This information drives flexible and fluid service provision to meet the demands of our labor force. Additionally, all negative feedback is handled in a closed-loop fashion by center management. All negatively responding candidates and businesses are contacted to discuss their feedback and to garner input on what improvements can be made to change their opinion.

Aside from customer feedback, the operations unit is focused on identifying and acquiring additional resources to strengthen local services. A focus is placed on identifying competitive grants that align with local sector and service initiatives. The team plays the primary role in creating proposals that enhance our existing services and meet the needs of current labor market trends.



Since the 2020 Workforces Services plan was published the team has been successful in being awarded one competitive grant:

**YouthBuild Phoenix Rising 2021**

Serves: 48 Out of School/At Risk youth

Will result in four (4) homes built for low income families in Marion County

Budget: \$844,712.00

Duration: July 1, 2022 – August 1, 2024

Purpose: Training young adults in construction skills through classroom and worksite training through construction of homes in partnership with Habitat for Humanity, City of Ocala, Marion County, Marion County Sheriff’s Office and the College of Central Florida. Participants will also earn a high school diploma during the program through Penn Foster. Currently planning the first classes to begin in Fall of 2022.

**(5) Provider of Workforce Services**

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

CareerSource Citrus Levy Marion Regional Workforce Development Board

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

All career services are provided by the local board staff through a waiver from the governor with Youth career services being provided through a procured provider – currently Eckerd Connects. Training services are provided through partnerships with local educational entities

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

Currently, the majority of all required core programs are offered within all of our centers. These programs include:

- Wagner-Peyser (WP) Labor Exchange services are provided by merit staff and supervised by the local area. **Provided in all centers and Mobile Career Centers**
- Veterans Employment and Training Services (VETS) program to include both the Disabled Veterans Outreach Program (DVOP) and the Local Veterans Employment Representatives (LVER), provided by State merit staff under the supervision of the local area. **Provided in 3 Career Centers with trained staff assisting in all others**
- WIOA Adult and Dislocated Worker Self-services, Career Services, and Training Services, provided through direct services. **Provided in all centers and Mobile Career Centers**

- WIOA Youth services provided through contract with Eckerd Connects. **Provided in 3 Career Centers**
- Trade Adjustment Assistance (TAA) is provided by merit staff and supervised by the local area. **Stationed in Marion County Career Center and available in all centers as needed.**
- Temporary Assistance for Needy Families (TANF) is provided through direct services. **Provided in 3 Career Centers**
- Reemployment Services and Eligibility Assessment Program (RESEA), provided through direct services. **Provided in all 3 Career Centers**
- Re-employment Compensation (UC) information and navigation assistance, provided through direct services. **Provided in 3 Career Centers and Mobile Career Centers**
- Supplemental Nutrition Assistance Program (SNAP), provided through direct services. **Provided in 3 Career Centers.**

Core programs provided within the system through memorandum of understanding (MOU) include:

- Vocational Rehabilitation (VR), services provided through MOU being negotiated at the State level with Department of Education. Services provided by referral.
- Senior Community Service Employment Program (SCSEP) is provided through MOU negotiated locally. **On site in one Career Center with direct linkages for other centers.**
- Adult Education and Literacy Activities is provided through Withlacoochee Technical, Marion Technical and local Colleges. **Direct linkages and through referral.**
- Carl D. Perkins Career and Technical Education Act through Withlacoochee Technical, Marion Technical and local Colleges, **supporting training needs as determined by skills gap in community.**
- Community Action Agencies training and employment services, MOU negotiated locally. **Available in our Comprehensive Center and in Coordination of services & Integrated Referrals in all other centers.**
- Housing Authorities, MOU negotiated at the local level. **Coordination of Services & integrated referrals.**
- Department of Juvenile Justice and corrections services through MOU negotiated locally. **Integrating services for mutual benefit and referrals upon release**

Other employment and training programs within the system include:

- Ticket-to-Work services are provided throughout the area in contract with the Social Security Administration. **Stationed in Marion County Career Center and available in all centers as needed.**

- Small Business Administration services are provided in partnership with our business services. **Located in same building as Professional Center with on-going linkage.**
- Kids Central services for Foster Youth. **Referrals between youth serving agencies**
- Early Learning Coalitions. **Provided by referral.**
- Center for Independent Living provide services as needed to individuals with disabilities. **Referrals, training, and accessibility.**
- PACE Center for Girls. **Referrals between youth serving agencies.**

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

Approval granted June 4, 2020 – Extensions valid through June 30, 2023.

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

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

Youth career services are provided through a procured provider – currently Eckerd Connects through June 30, 2023

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

The Citrus Levy Marion Regional Workforce Development Board takes the following measures to ensure a competitive process:

- Formal Public Notice is made for a minimum of two days prior to ITN issuance in local newspapers
- All known organizations recognized as being involved in the provision of the requested services are sent a notification of the ITN
- The ITN package and complete response package is posted and available for review and download on our website
- Expression of Interest by respondents must be received by CSCLM by the deadline listed in the ITN package
- All respondent Expression of Interest packets are reviewed. A full determination is made about the demonstrated performance and ability of the organization(s). Capacity to perform successfully under the terms and conditions of the proposed program prior to approval being given to proceed with responding to the ITN
- All respondents are notified of their qualification status after review and are advised if they should proceed with the ITN process

- Qualified respondents are required to submit their formal ITN package by the date listed on the ITN release
- CSCLM operations staff review all responses and score each organization on a standardized scoring matrix
- Staff recommendations for selection are made to the Executive Committee for review. The Executive Committee makes the final selection from the scored respondents
- The Executive Committee, at its discretion, may request respondents to present their proposals to the committee for review.
- The final selection is reviewed by the Board of Directors. Final selection is at the discretion of the Board of Directors

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

Ongoing quarterly performance monitoring as detailed in the provider’s Scope of Work.

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

The following 14 WIOA youth program elements are made available to each participant during the program. These are independently driven by the participants needs. Any service needed will be identified in the ISS and documented with case notes in the EF system.

WIOA Required Program Elements	Provider / Referral Agency	Instructional Activities
1. Tutoring, academic remediation; study skills training, and instruction leading to secondary school completion, including dropout prevention strategies	Eckerd Connects / Public school partners (Marion, Citrus and Levy County School Boards to include Marion Technical College and Withlacoochee Technical College)	Computer based training / instructor facilitated GED Practice, GED Prep materials, Practice GED exams, and Khan Academy (online) as an online instructional teacher-aided tool that is also used as a one-to-one instructional resource with minimal guidance.
2. Alternative secondary school offerings	Eckerd Connects /Public school partners (Marion, Citrus and Levy County School Boards Alternative Programs)	Florida Sunshine State Standards
3. Summer employment	Eckerd Connects /	Year-Round Services will be documented by

<b>opportunities directly linked to academic and occupational learning</b>	Community Business partners, Community Based Organization (CBO's), and Faith Based Organizations (FBO's)	Eckerd and summer work experience opportunities may be offered based upon assessed need
<b>4. Paid and unpaid work experiences, including internships and job shadowing</b>	Eckerd Connects /Community Business partners, CBO's, FBO's	Eckerd documented Work Experience activities
<b>5. Occupational skills training</b>	Approved Training Provider Partners	Various - Based on identified occupations/career fields on the Targeted Occupations List with Approved Nationally Recognized Training Providers
<b>6. Leadership development opportunities, including such activities as positive social behavior and soft skills, decision making, teamwork, etc.</b>	Eckerd Connects/ in connection with various community partner agencies and employers.	Employability Skills, Life Skills curriculum that includes leadership development, nutrition, family planning, substance abuse prevention, health, and safety.
<b>7. Supportive Services</b>	Eckerd Connects/ in connection with various partner agencies and/or employers	Independently driven by participant needs. Supportive services for interview attire, educational training, and employment activities such as gas cards, bus passes, and other emergency assistance
<b>8. Adult mentoring for at least 12 months</b>	Eckerd Connects/ in connection with partner agencies and employers	Career Coach may provide mentoring during enrollment and in follow-up status. Independently driven by participant needs; Case managed and documented. Volunteers from outside agencies may be considered as mentors.
<b>9. Comprehensive guidance and counseling</b>	Eckerd Connects will refer to community agencies	Ongoing intensive case management to include additional counseling and guidance as needed
<b>10. Follow-up services no less than 12 months after exit</b>	Eckerd Connects	Independently driven by participant needs. Contact with participant, employer, post-secondary entities, job retention coaching, academic support, incentives, support, career, and education counseling. (Continuous service until participant has completed follow-up period of 12 months)
<b>11. Financial Literacy</b>	Eckerd Connects /Community Business partners	Eckerd will provide financial literacy as a part of our work readiness activities in a class setting or individually
<b>12. Entrepreneurial Skills</b>	Eckerd	Career Coach to assist youth that may be

<b>Training</b>	Connects/Community Business partners	interested in establishing their own business with research and guidance. Community partners and business shadowing can be used in the area.
<b>13. Activities that help youth transition to postsecondary education and training</b>	Eckerd Connects in connection with local colleges and technical schools	Career Coach can assist with guidance and referrals to colleges or technical schools. They can help with career exploration and what is needed for training/education in the field. We can assist with FAFSA application as needed.
<b>14a. Services that provide labor market and employment information in the local area</b>	Eckerd Connects	Eckerd will provide this information as a part of our work readiness activities in a class setting or individually within in DevelopU ( <a href="#">O*Net</a> )
<b>14b. Education offered concurrently with and in the same context as workforce preparation</b>	Eckerd Connects /Community Business partners	Eckerd may provide basic skills in reading and math to assist young adults while they receive work readiness activities in a class setting or individually.

## B. ANALYSIS OF NEED AND AVAILABLE RESOURCES

The local workforce plan must describe strategic planning elements, including:

**(1) A regional analysis of:**

**(a) Economic conditions including existing and emerging in-demand industry sectors and occupations (20 CFR 679.560(a)(1)(i)); and**

As part of WIOA Strategic Planning, our local board and partners have identified Manufacturing, Transportation/Distribution, Information Technology, Healthcare, and Hospitality (formally Accommodation and Food Services) as the demand sectors to focus on in our area. Construction was added to our targeted sector list in December of 2017, and Accommodation and Food Services (Hospitality) was added in December of 2019. Emerging sectors include Educational Services, with an estimated demand of 11,129 and an annual growth rate of 1.5% over the next 5 years, and Administrative/Support/Waste Management/Remediation Services, with an estimated demand of 9,423 and an annual growth rate of 1.3% over the next 5 years.

<b>Workforce Development Area 10 – Citrus, Levy and Marion Counties</b>							
		<b>Current</b>	<b>5-Year Forecast</b>				
<b>NAICS</b>	<b>Industry</b>	<b>Empl</b>	<b>Total Demand</b>	<b>Exits</b>	<b>Transfers</b>	<b>Empl Growth</b>	<b>Ann % Growth</b>
44	Retail Trade	26,226	18,147	7,134	10,544	470	0.4%

62	Health Care and Social Assistance	26,097	15,654	5,876	7,137	2,640	1.9%
72	Accommodation and Food Services	15,904	16,652	6,042	8,232	2,378	2.8%
23	Construction	15,217	8,388	2,381	5,114	893	1.1%
31	Manufacturing	11,733	6,955	2,134	4,082	738	1.2%
61	Educational Services	11,129	6,256	2,418	2,998	839	1.5%
56	Administrative and Support and Waste Management and Remediation Services	9,423	6,243	2,151	3,462	631	1.3%
92	Public Administration	9,314	4,980	1,719	2,753	508	1.1%
48	Transportation and Warehousing	8,230	5,354	1,811	2,878	665	1.6%
81	Other Services (except Public Administration)	7,814	5,217	1,850	2,669	698	1.7%
54	Professional, Scientific, and Technical Services	6,802	3,590	1,056	2,004	531	1.5%
42	Wholesale Trade	4,726	2,811	885	1,665	261	1.1%
11	Agriculture, Forestry, Fishing and Hunting	4,537	3,135	1,130	1,706	299	1.3%
71	Arts, Entertainment, and Recreation	3,518	3,320	1,085	1,543	692	3.7%
52	Finance and Insurance	3,469	1,735	548	1,040	147	0.8%
53	Real Estate and Rental and Leasing	3,073	1,737	647	910	179	1.1%
22	Utilities	1,112	483	164	342	-23	-0.4%
51	Information	1,111	641	182	365	93	1.6%
55	Management of Companies and Enterprises	325	164	51	98	15	0.9%
21	Mining, Quarrying, and Oil and Gas Extraction	274	165	42	102	22	1.5%
99	Unclassified	95	63	22	34	7	1.5%
	Total - All Industries	170,128	108,683	37,721	58,153	12,810	1.5%

Source: JobsEQ, Data as of 2022Q1

**(b) The employment needs of employers in existing and emerging in-demand industry sectors and occupations<sup>5</sup> (20 CFR 679.560(a)(1)(ii)).**

Our strong partnership with our area educational providers, the Mid-Florida Regional Manufacturers Association (MRMA), the Ocala Human Resource Management Association (ORHMA), the Ocala Metro Chamber and Economic Development Partnership, Citrus County Chamber of Commerce and the Nature Coast Business Development Council has helped keep us in tune with the needs of local businesses across targeted sectors. As manufacturing and distribution centers continue to move to, and thrive in, our area, the workforce required to maintain the demand of today’s manufacturing facilities must be multi-faceted regarding core competencies and be adaptable to new processes and technology. We find our greatest need in this sector to be in all skilled positions such as team assemblers, material handlers and welders. In the Healthcare sector we see a shortage in LPNs and RNs. In Transportation/Distribution, our area has a need for CDL Truck Drivers, like many areas in the State and across the country. An emerging need for Teachers has also been a focus throughout the pandemic.

- (2) 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) and 20 CFR 679.560(a)(2)).  
Businesses in these demand and emerging sectors need talent in the following occupations:

Manufacturing:

KNOWLEDGE	Attribute	Importance
	Production and Processing	72
	English Language	38
	Customer and Personal Service	31
	Mechanical	31
	Education and Training	30
	SKILLS	Monitoring
Critical Thinking		50
Active Listening		50
Speaking		50
Reading Comprehension		47

Healthcare:

KNOWLEDGE	Attribute	Importance
	Medicine and Dentistry	88



	Psychology	83
	English Language	80
	Customer/Personal Service	79
	Education and Training	78
<b>SKILLS</b>	Active Listening	77
	Speaking	76
	Reading Comprehension	74
	Critical Thinking	74
	Monitoring	72

Transportation and Distribution:

	<b>Attribute</b>	<b>Importance</b>
<b>KNOWLEDGE</b>	Transportation	75
	Public Safety/Security	68
	Customer/Personal Service	67
	English Language	62
	Mechanical	55
<b>SKILLS</b>	Reading Comprehension	50
	Speaking	50
	Critical Thinking	50
	Monitoring	50
	Active Listening	47

Education:

	<b>Attribute</b>	<b>Importance</b>
<b>KNOWLEDGE</b>	Education and Training	89
	English Language	85
	Mathematics	65
	Psychology	65
	Computers and Electronics	59
<b>SKILLS</b>	Speaking	81
	Learning Strategies	78
	Critical Thinking	75
	Reading Comprehension	75
	Active Listening	75

Source: JobsEQ Occupational Attributes Analytic

**(3) 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, including individuals with barriers to employment (WIOA § 108(b)(1)(C) and 20 CFR 679.560(a)(3)).

The labor force for LWDB 10 was 208,813 for the month of July 2022, the most recent data available. This is down slightly from the prior month's 209,238, but up over the prior year, as the labor force for July 2021 was 206,558. The unemployment rate has trended down in the past year to 3.6%, decreasing by about 33% from the July 2021 rate of 5.4%.

	JULY 2022			
WORKFORCE	LABOR	EMPLOY-	UNEMPLOYMENT	
REGION	FORCE	MENT	LEVEL	RATE
Workforce Region 10	208,813	201,216	7,597	3.6%

Source: Local Area Unemployment Statistics (LAUS)

The educational level of the workforce in the local area is predominately high school graduates or higher for the population 25 years and older at 88% for Marion County, 89.5% for Citrus County and 86.2% for Levy County. This rate is slightly lower for individuals with barriers to employment according to the local Career and Technical Education staff at the three school districts in our region. It is also lower for individuals who belong to minority categories.

Subject	Citrus County, Florida			
	Total		Percent	
	Estimate	Margin of Error	Estimate	Margin of Error
Population 25 years and over	118,265	±251	(X)	(X)
Less than 9th grade	3,188	±570	2.7%	±0.5
9th to 12th grade, no diploma	9,276	±758	7.8%	±0.6
High school graduate (includes equivalency)	44,939	±1,628	38.0%	±1.4
Some college, no degree	27,231	±1,304	23.0%	±1.1
Associate degree	11,284	±913	9.5%	±0.8
Bachelor's degree	13,674	±979	11.6%	±0.8
Graduate or professional degree	8,673	±845	7.3%	±0.7
High school graduate or higher	105,801	±996	89.5%	±0.8
Bachelor's degree or higher	22,347	±1,203	18.9%	±1.0

Subject	Levy County, Florida
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	Total		Percent	
	Estimate	Margin of Error	Estimate	Margin of Error
Population 25 years and over	30,126	±132	(X)	(X)
Less than 9th grade	1,106	±222	3.7%	±0.7
9th to 12th grade, no diploma	3,037	±507	10.1%	±1.7
High school graduate (includes equivalency)	12,486	±710	41.4%	±2.4
Some college, no degree	5,512	±523	18.3%	±1.7
Associate degree	3,738	±452	12.4%	±1.5
Bachelor's degree	2,908	±457	9.7%	±1.5
Graduate or professional degree	1,339	±278	4.4%	±0.9
High school graduate or higher	25,983	±543	86.2%	±1.8
Bachelor's degree or higher	4,247	±538	14.1%	±1.8

Subject	Marion County, Florida			
	Total		Percent	
	Estimate	Margin of Error	Estimate	Margin of Error
Population 25 years and over	268,804	±146	(X)	(X)
Less than 9th grade	9,602	±1,043	3.6%	±0.4
9th to 12th grade, no diploma	22,675	±1,581	8.4%	±0.6
High school graduate (includes equivalency)	98,061	±2,451	36.5%	±0.9
Some college, no degree	57,631	±2,323	21.4%	±0.9
Associate degree	25,255	±1,502	9.4%	±0.6
Bachelor's degree	36,242	±2,063	13.5%	±0.8
Graduate or professional degree	19,338	±1,574	7.2%	±0.6
High school graduate or higher	236,527	±1,879	88.0%	±0.7
Bachelor's degree or higher	55,580	±2,385	20.7%	±0.9

Source: US Census – 2020 ACS 5 Year Estimate - S1501 Educational Attainment

**(4) An analysis of the workforce development activities, including education and training, in the local area. This analysis must include the strengths and weaknesses of workforce development activities and the capacity to provide the workforce development activities to address the education and skill needs of the workforce, including individuals with barriers to employment, and the employment needs of**

**employers (WIOA § 108(b)(1)(D) and (20 CFR 679.560(a)(4)).**

LWDB 10 has well established relationships with our local training providers to provide flexible training services to meet the needs of local businesses. In addition to traditional classroom programs already offered by area training providers, CSCLM is dedicated to meeting the needs of our labor market through several work-based initiatives to 'grow our own' in the demand sectors our board has identified. Work-based training can be provided as a stand-alone service or may be coupled with traditional training approaches to create customized educational tracks. Through close partnerships with area educators, custom designed classroom training can be created for local candidates as well as employees of existing businesses within the region as need arises. These partnerships and the customized trainings developed as a result are a strength of our local area. Two examples of this are the creation of the Commercial Driver's License class A training program that came into operation in January of 2019 at Marion Technical College in Ocala. This program was launched with direct input by industry leaders and tuition funding provided by CSCLM. Additionally, our partnerships with the local technical colleges culminated the current offering of Construction Core classes to begin pipeline development of talent in the construction industry to respond to recent spikes in demand. The Construction Core program provides entry level competencies for individuals entering the construction industry and can be combined with additional training through the recently developed construction apprenticeship at Marion Technical college. We are also in the process of expanding our online course offerings to better meet the short-term training needs of our job candidates and businesses. We are also working with the College of Central Florida and Metrix Learning to develop educational on-ramps and off-ramps to promote continued educational opportunities through the college. The introduction of additional online training opportunities will act as a feeder into credit and degreed courses through the college. Metrix Learning can also act as a 'value-add' by supplementing existing college curriculum with the training programs of local businesses to create truly business driven training programs.

Training and Education services available to individuals include On-the-Job Training (OJT), Customized Training, Customized Training for Employed Workers, Incumbent Worker Training, Pre-Vocational Training, Basic Skills Training, Occupational Skills Training, and Paid Internships and Work Experience Training.

Our OJT program allows us to partner directly with a business when they are hiring a new employee to assess and identify skills gaps that exist between the candidate's existing skills and those required by the business. This approach allows us to directly address the businesses individual needs. Once the skills gap is identified, a training plan and agreement can be drafted to stipulate the amount of time in which the business can receive financial assistance through the form of wage reimbursements from workforce while they train the new employee on the skills that are required for the position. OJT continues to prove to be a powerful tool to assist businesses that need specific skills that may not be commonly held in today's diverse workforce. OJT is often offered in conjunction with traditional training to provide hands-on training and experience.

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Paid Work Experience/Internship continues to be a valuable avenue for students and

those with little practical work experience to gain the skills needed to build and refine their resume. It provides up to 12 weeks of paid (by CSCLM) work site training in a specific occupation or industry and proven to be a powerful vehicle for moving individuals into employment.

Though apprenticeships are currently limited in our area, our board recognizes that they can be a strong tool in connecting the workforce with the needs of our businesses. To that end, we are working in tandem with Marion Technical College, Withlacoochee Technical College and the College of Central Florida in the development of additional apprenticeship programs. Marion Technical College has recently launched a masonry program and is in process of starting their construction apprenticeship. Marketing efforts and discussions with local businesses and our partnered educational providers are underway to pave the way in creating the 'second college'. We are also in the process of defining and creating pre-apprenticeship training that will provide the needed preparatory work to ensure a successful and well invested program.

The recent award of our fourth YouthBuild USA grant allows us to offer pre-apprenticeship training to young adults through our Youth program. The pre-apprenticeship training will include the Home Builders Institute Pre-Apprenticeship Certificate Training (HBI-PACT) with additional skills learned in warehousing, forklift and OSHA training.

In all experiential learning activities, partnering businesses agree to teach the skills necessary to succeed on the job and will provide the same working conditions for the referred individual as other employees. Training outlines that list the skills to be taught according to the agreement are closely monitored. Work sites and trainees are tracked regularly to ensure attendance and progress toward the goal. Staff work directly with the participating businesses to ensure that training is occurring as agreed upon and works as a mediator between the business and trainee when additional employment counseling is required.

All training investments are strategically focused on Targeted Sectors and related occupations.

## C. LOCAL WORKFORCE DEVELOPMENT BOARD STRATEGIC VISION AND GOALS

Local plans describe how LWDBs implement strategies that help Floridians secure good jobs, while providing employers with the skilled workers needed to compete in the global economy. Local strategies must prioritize employment, emphasize education and training, and ensure LWDBs are responsive to Florida employers' demand for qualified workforce talent.

**(1) Describe the LWDB's strategic vision to support regional economic growth and economic self-sufficiency. This must include goals for preparing an educated and skilled workforce (including youth and individuals with barriers to employment), and goals**

relating to the performance accountability measures based on primary indicators of performance described in WIOA § 116(b)(2)(A) (20 CFR 679.560(a)(5)).

## Mission

CareerSource Citrus Levy Marion (CSCLM) brings together residents, businesses, educational and community partners to develop services to support high-quality education, training, supportive and employment services to meet regional workforce needs.

## Vision

To be known as the number one workforce resource in the State of Florida by providing constructive tools and professional supportive services that are reflected in the quality of our job candidates and meet the needs of the business community.

## Goals and Strategies

To best serve our area, the CSCLM board approved the following goals and strategies:

Goal 1: Enhance the existing sector strategy approach, driving career pathways and systemically addressing business needs. that drives career pathways and addresses individual business services

- Strategy 1.1 Continue to focus on sector specific services to businesses, including industry representatives and messaging
- Strategy 1.2 Work alongside training providers and employers to implement increased depth and diversity of earn and learn strategies such as apprenticeships, on-the-job training, and internships beginning at the K-8 level.
- Strategy 1.3 Partner with industry to build a multi-pronged pathway-focused regional talent strategy.
- Strategy 1.4 Improve outreach to existing industry groups who can organically amplify CSCLM strategies and successes.
- Strategy 1.5 Consult with sector subject matter experts on the board to identify industry champions.

Goal 2: Leverage the strong service delivery structure to provide access to the comprehensive talent pool.

- Strategy 2.1 Embrace and expand creative outreach strategies that take the CSCLM “front door” directly to the customer’s door.
- Strategy 2.2 Drive the holistic integration of services needed to achieve a true shared on-stop system for customers.
- Strategy 2.3 Use existing relationships to deploy strategies in preparation for the implementation of HB1507.

- Strategy 2.4 Enhance customer focus through the transformation of service deliver by involving their voice.
- Strategy 2.5 Improve outreach to underrepresented populations to foster diversity, equity, and inclusion among jobseekers.
- Strategy 2.6 Implement a risk mitigation and emergency management plan to ensure continuity of services.
- Strategy 2.7 Drive the board of directors to utilize CSCLM services for the own business or organization.

Goal 3: Serve as convener for talent development in the region.

- Strategy 3.1 Utilize existing asset mapping to enhance partnership efforts among stakeholders or become involved in existing partnership activities.
- Strategy 3.2 Position CSCLM as partner to have at the table.
- Strategy 3.3 Expand partnerships with economic development organizations through the region.
- Strategy 3.4 Play the role of relationship broker between partners, training providers, and industry
- Strategy 3.5 Leverage board member relationships and connections to reach customers and partners in new venues.

Goal 4: Tell the talent development story of Citrus, Levy and Marion counties.

- Strategy 4.1 Communicate agile services available in the workforce ecosystem in an evolving labor market to job seekers and business partners by telling success stories.
- Strategy 4.2 Embrace the role of subject matter experts on workforce development and labor market information in the community.
- Strategy 4.3 Advocate for a dual customer focused system where both jobseekers and businesses are equally prioritized.
- Strategy 4.4 Equip the board of directors with tailored communication resources to use in their own personal and professional networks to promote CSCLM services

**(2) Considering the analyses described in (1) through (4) in Section B. Analysis of Need and Available Resources above, describe the local area’s strategy to work with entities that carry out the core programs and required partners to align resources available to the local area, to achieve the strategic vision and goals described above (20 CFR 679.560(a)(5)).**

As part of WIOA Strategic Planning, our local board and partners have identified Manufacturing, Transportation/Distribution, Information Technology, Healthcare, and Hospitality (formally Accommodation and Food Services) as the demand

sectors to focus on in our area. Construction was added to our targeted sector list in December of 2017, and Accommodation and Food Services (Hospitality) was added in December of 2019. Emerging sectors include Educational Services, with an estimated demand of 5,722 and an annual growth rate of 0.5% over the next 5 years, and Administrative/Support/Waste Management/Remediation Services, with an estimated demand of 5,438 and an annual growth rate of 0.7% over the next 5 years.

- Strategy 1: Discuss and document in Memorandum of Understanding what each partner can provide and in what method.
- Strategy 2: Provide to all career center staff introductory and intermediate training on services delivered by each partner agency. This is often done through onsite training facilitated by the different partners.
- Strategy 3: Determine strengths of core programs and how to use those strengths as a core competency for the “system” and avoid duplication of efforts.
- Strategy 4: Share LMI and business intelligence.
- Strategy 5: Meet regularly to enhance services to both our job seekers and business customers.
- Strategy 6: Increase physical and virtual accessibility to our “system” services.
- Strategy 7: Share information and make referral seamless through shared data. Support a shared data system between all core programs.
- Strategy 8: Expand efforts for multi-channel marketing to share stories that resonate with each line of customer CSCLM services. For instance, individualized messaging that conveys how CSCLM can serve as a recruiter to jobseekers, headhunter to businesses and subject matter expert to partners.
- Strategy 9: Build on successful efforts like the Youth Expos, by increasing embedded K-12 programming through expanded public-school partnerships. Using these relationships to incorporate career pathway programming for in-demand jobs into curriculum, back by labor market information and industry validation.
- Strategy 10: Work with partners to develop a curriculum that will serve students to high-wage positions directly out of school to entice students who may not otherwise consider these paths.

## D. DESCRIPTION OF STRATEGIES AND PROGRAM SERVICES

The local plan must address how the LWDB coordinates service delivery with core programs of the Division of Vocational Rehabilitation, the Division of Blind Services and the Division of Career and Adult Education, as well as required partners including, but not limited to TANF, SNAP Employment and Training (E&T), Senior Community Service Employment Program, Community Service Block Grant, programs authorized under the state’s unemployment insurance laws



(referred to as Reemployment Assistance in Florida), programs authorized under section 212 of the Second Chance Act of 2007, and Housing and Urban Development, where available.

**(1) Workforce Development System Description:** Describe the local workforce development system, including:

- (a) All of the programs that are included in the system; and**
- (b) How the LWDB supports the strategy identified in the state plan under 20 CFR 676.105 and works with entities carrying out core programs and other workforce development programs, including 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.) to support service alignment (WIOA § 108(b)(2) and 20 CFR 679.560(b)(1)).**

Our workforce development system brings together a menu of services that can be accessed to fill the needs of our customers. These services are provided in three major ways as a foundation for our system. (1) Those that are provided within our physical career center locations, (2) those services that can be accessed through electronic means and supported by trained center staff, and (3) those services that are provided at affiliate sites.

We have four Career Centers in our area, with one center designated as a comprehensive service center. Two of the other centers currently provide the majority of the required programs with easy access to all programs, and the final center provides services to professional candidate and businesses seeking highly trained individuals.

- Marion County: Our Full-Service Career Center is located at 2703, NE 14<sup>th</sup> Street, in Ocala
- Citrus County: Our Career Center is located at 683 S. Adolph Point, in Lecanto
- Levy County: Our Career Center is located at 2175 NW 11<sup>th</sup> Drive, in Chiefland
- Area wide: Our Professional Career Center is located at 3003 SW College Road in Ocala

We also have two Mobile Career Center (MCC) that we use to serve our outlying rural areas to increase the accessibility to our services and programs. These units have a pre-determined schedule at partner sites that is published on our website, our offices, and at partner offices so that customers know when and where to expect the mobile unit.

Currently, the majority of all required core programs are offered within all of our centers. These programs include:

- Wagner-Peyser (WP) Labor Exchange services are provided by merit staff and supervised by the local area. **Provided in all centers and Mobile Career Centers**

- Veterans Employment and Training Services (VETS) program to include both the Disabled Veterans Outreach Program (DVOP) and the Local Veterans Employment Representatives (LVER), provided by State merit staff under the supervision of the local area. **Provided in 3 Career Centers with trained staff assisting in all others**
- WIOA Adult and Dislocated Worker Self-services, Career Services, and Training Services, provided through direct services. **Provided in all centers and Mobile Career Centers**
- WIOA Youth services provided through contract with Eckerd Connects. **Provided in 3 Career Centers**
- Trade Adjustment Assistance (TAA) is provided by merit staff and supervised by the local area. **Stationed in Marion County Career Center and available in all centers as needed.**
- Temporary Assistance for Needy Families (TANF) is provided through direct services. **Provided in 3 Career Centers**
- Reemployment Services and Eligibility Assessment Program (RESEA), provided through direct services. **Provided in all 3 Career Centers.**
- Re-employment Compensation (UC) information and navigation assistance, provided through direct services. **Provided in 3 Career Centers and Mobile Career Centers**
- Supplemental Nutrition Act Program (SNAP), provided through direct services. **Provided in 3 Career Centers.**

Core programs provided within the system through memorandum of understanding (MOU) include:

- Vocational Rehabilitation (VR), services provided through MOU being negotiated at the State level with Department of Education. Services provided by referral.
- Senior Community Service Employment Program (SCSEP) is provided through MOU negotiated locally. **On site in one Career Center with direct linkages for other centers.**
- Adult Education and Literacy Activities is provided through Withlacoochee Technical, Marion Technical and local Colleges. **Direct linkages and through referral.**
- Carl D. Perkins Career and Technical Education Act through Withlacoochee Technical, Marion Technical and local Colleges, **supporting training needs as determined by skills gap in community.**
- Community Action Agencies training and employment services, MOU negotiated locally. **Available in our Comprehensive Center and in Coordination of services & Integrated Referrals in all other centers.**
- Housing Authorities, MOU negotiated at the local level. **Coordination of Services & integrated referrals.**

- Department of Juvenile Justice and corrections services through MOU negotiated locally. **Integrating services for mutual benefit and referrals upon release**

Other employment and training programs within the system include:

- Ticket-to-Work services are provided throughout the area in contract with the Social Security Administration. **Stationed in Marion County Career Center and available in all centers as needed.**
- Small Business Administration services are provided in partnership with our business services. **Located in same building as Professional Center with on-going linkage.**
- Kids Central services for Foster Youth. **Referrals between youth serving agencies**
- Early Learning Coalitions. **Provided by referral**
- Center for Independent Living provide services as needed to individuals with disabilities. **Referrals, training, and accessibility.**
- PACE Center for Girls. **Referrals between youth serving agencies.**

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

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

Career Seekers are referred from CareerSource Citrus Levy Marion to an educational provider, or training provider. Also, career seekers may be referred from the educational provider, or training provider to CareerSource Citrus Levy Marion. Occasionally students are referred to WIOA for additional training assistance and this is identified during the schools' admissions process. Customers may also be referred to explore training opportunities by CSCLM staff while engaged in other CSCLM programs. In all cases the WIOA enrollment process remains the same.

Priority of service is applied for individuals with barriers to employment exhibiting at least one of the following characteristics (Priority of Service):

- a. Is a low-income individual as defined in the WIOA Section 3(36) (A) or meets the local definition of low income as specified in the CareerSource Citrus Levy Marion Local Definitions section on page 12 of this policy.
- b. Military Veteran
- c. Belonging to a group designated by the Governor as a

special needs group (individuals with disabilities, over 55 years of age)

- d. Recipients of public assistance
- a. Receives, or in the past six (6) months has received or is a member of a family that is receiving or in the Past six (6) months has received, assistance through the supplemental nutrition assistance program, cash assistance through Temporary Assistance for Needy Families (TANF) or is eligible for supplemental security income or any other State or local income based public assistance.

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

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

Individual Training Accounts (ITAs) shall be utilized to provide training services to eligible Youth, Adult and Dislocated Worker Workforce Innovation and Opportunity Act (WIOA) and Welfare Transition Program (WTP) customers. The ITA will be developed after consultation with the Career Development Coach. Limitations on ITAs exist regarding eligibility, suitability, assessment, program choice, coordination of funds; duration, total program cost, support services, and needs based expenses. Current funding streams in CSCLM finance systems include In-School Youth, Out of School Youth, Adult, and Dislocated Worker. Additional funding may be supplemented through awarded State and Federal grants. CSCLM has instituted a cap on ITA and OJT at \$4,000.00

**(b) If contracts for training services are used, how the use of such contracts are coordinated with the use of ITAs; and**

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

20 CFR section 680.210(b) stipulates that approved training services are to be directly linked to occupations in demand in the area as established by the local area board and as published on the Area Targeted Occupation List (ATOL). The CSCLM ATOL is available at the Career Centers in Citrus, Levy and Marion Counties as well as available on the [careersourceclm.com](http://careersourceclm.com) webpage. The Area Targeted Occupation List is derived from information gathered from the Florida Education and Training Placement Information Program (FETPIP) data, State Labor Market Information and local data analysis as set forth in CareerSource CLM's Policy OPS 28: Area Targeted Occupation List and Training Provider Selection. Customers may select a program and training vendor that has been approved and is listed on the ATOL. This list will show currently available

programs and the associated training vendors approved to provide such training utilizing local WIOA, WTP, and Trade Adjustment Act (TAA) funds.

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

CSCLM utilizes the Regional Demand Occupation List/Area Targeted Occupation List (ATOL).

The data on these lists constitute a broad array of occupations that represent growth and local need as determined by local and statewide labor market information. However, these lists are formulated based on ‘forecasts’ and local economic conditions may or may not be favorable to forecasted occupations. Tangible data received through FETPIP, the State management information system (MIS) and local need and placement statistics will be used in determining what occupations shall be deemed eligible for local funding.

Additional sources of occupational data that may be used and considered when selecting occupations to be represented on the ATOL include, but are not limited to:

- a) State Labor Market Statistics
- b) Supply and Demand Report
- c) Help Wanted Online Lists (HWOL)
- d) JobsEQ

A local need must be present at the time the training program is included on the ATOL. This need may be documented through local anecdotal data and will be submitted for approval of the Career Center and/or Business and Economic Development Committees, comprised of local business leaders and industry representatives, prior to implementation. The meetings of these committees are held in accordance with the Florida Sunshine Law requirements and are advertised and open to the public.

The ATOL is considered a ‘living document’ and will be reviewed for effectiveness on a quarterly basis to insure the demands of the local labor market are met. Occupations considered for inclusion or removal will be reviewed by the local board committees and Board for approval or denial. It is CSCLM management’s responsibility to ensure only quality programs with positive outcomes are funded. While staff will not add or remove programs or providers from the ATOL without proper committee and board authority, staff may determine to limit enrollments into a previously included program if current economic and employment conditions do not exist to warrant enrollment.

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**(e) How the LWDB incorporates/includes work-based training activities in the local**

**area's service delivery model.**

Work Based Training options are available to our local employers and career seekers through the Workforce Investment and Opportunity Act (WIOA) and through the Temporary Assistance for Needy Families (TANF). Within these different funding sources are a variety of strategies to assist in training for career seekers and employees. We have locally branded these strategies as Custom Business Training (CBT). We use this term as a means to not confuse the employers as to the many different options available.

Work Based Training includes the following options: On-the-job Training (OJT), Customized Training, Customized Training for Employed Workers, Paid Work Experience, Community Based Work Experience, and Paid Internships.

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

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

Many workforce investment opportunities exist for youth in the CSCLM area, including but not limited to: paid work experience, traditional occupational skills training, on the job training, internships, mentoring and soft skills workshops. Available to individuals with disabilities, accommodations made as needed. All centers are ADA compliant and reasonable accommodations are made. All centers are equipped with assistive technologies.

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

Youth services are offered to a wide array of youth facing diverse challenges such as previous incarceration, homelessness, substance abuse, and physical impairments. Our community partners include:

- Kids Central – Foster Care
- Bays Area Youth Services – Diversion Program
- Episcopal Children's Services
- The Arnette House – Foster Care/Alternative Education
- Department of Juvenile Justice
- Cypress Creek Juvenile Correctional Center
- College of Central Florida

- Marion Technical College
- Withlacoochee Technical College
- Marion Technical Institute
- S.R.M.I. Silver River Mentoring & Instruction
- P.A.C.E. center for girls
- Vocational Rehabilitation
- YouthBuild USA

Eckerd Connects is currently the local provider of youth workforce investment services in LWDA10. Eckerd is focused on serving youth ages 14-24 with barriers to employment such as basic skills deficiency, offender records and disabilities. The program develops community-wide partnerships and collaborations among state agencies, local municipalities, local workforce development areas, community-based organizations, School Districts and Adult Education programs.

Our Phoenix Rising program, currently operated with local formula youth and YouthBuild funding, has proven to be a successful youth model in our community. The 20-week training program provides basic education and construction training to youth with barriers to employment; specifically, those without a GED or high school diploma. Youth graduate with a high school diploma, OSHA and HBI credentials, and many also receive Customer Service and Safe Serve Food Handler certifications, as well as Warehouse & Forklift Certification. They are also required to engage in leadership and community service activities. Youth with criminal records who complete this program are shown to have lower recidivism rates. This program currently has an over 90% placement rate in employment or education. We are currently offering the Phoenix Rising program in Citrus and Marion counties.

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

The term “basic skills deficient” means, with respect to an individual, that the individual has English, reading, writing, computing skills at or below the 8th grade level on a generally accepted standardized test or a comparable score on a criterion - referenced test.

CSCLM determines this by assessing using a generally accepted standardized test (CASAS for testing (pre and post), in conjunction with school records.

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

Youth who are assessed with a score less than a 9<sup>th</sup> grade education are deemed as deficient and therefore 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.

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

The local board classifies the above statement as being valid in regard to eligibility when back-up is presented to the case manager when the following characteristics exists (per local policy *OPS-39 WIOA Eligibility Documentation Listing*)

- A youth that while attending secondary education received/is receiving services under an IEP (Individualized Education Plan), or
- A youth that while attending secondary education compiled/is compiling a record of disciplinary problems as manifested by the mandatory attendance at detention, an alternative school, expulsion, suspension, or participation in an in-school suspension program, or
- A youth that has completed an education program but lacks the appropriate license for the occupation, or
- A youth whose financial aid package is less than or equal to 80% of the federally estimated cost of attendance for the post-secondary institution where enrolled, or
- A youth who has a certificate of attendance from a secondary school system, or
- A youth who has certification/licensure from another state and must challenge the requirements of this state. (Fees for examination of records and eligibility for certification/licensure in this state, fees for license testing preparatory sessions)

Documentation requirements include:

**Documentation from an Educational Provider**

- Program/School System
- Applicant Statement
- Letter from Business or Educational Staff
- Staff Member
- Telephone Contact Form from a School System

**Letter from the School**

- Telephone Contact Form from a School System

**Copy of the Certificate of Attendance**

**Copy of Certificate or License**

**Letter from the School/Financial Aid Office**

**(5) Self-Sufficiency Definition:** Under WIOA § 134(c)(3)(A) training services may be made available to employed and unemployed adults and dislocated workers who need training



services to obtain or retain employment leading to economic self-sufficiency or wages comparable to or higher than wages from previous employment. Describe the definition of “self-sufficiency” used by your local area for:

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

If self-sufficiency is defined differently for other programs or populations served in the local area, describe the definition of “self-sufficiency” used for those programs as well. **NOTE: if the local area utilizes a self-sufficiency definition that exceeds 250% of the Lower Living Standard Income Level (LLSIL) or LLSIL wage rate, the description must include the rationale/methodology used by the local area to determine the local area’s self-sufficiency standard.**

### **ADULTS**

Low-Income: Earning a rate of pay at the local wage sufficiency rate as determined by DEO or less than 200% of the Lower Living Standard Income Level based on family size.

Self Sufficiency: Defined as making at least 200% of the poverty rate and is also the threshold used to determine adult eligibility:

2022 Lower Living Standard Income Level (LLSIL)  
Example is a family of one (1):  
\$14,832 (Poverty)    \$29,664 (200%)

### **Dislocated Workers**

Earning a rate of pay representing the hourly equivalent of 80% of the layoff wage.

### **Employed Worker**

Based on the average wage of occupations in the Ocala Metropolitan Statistical Area (MSA) associated with the targeted industries in the CSCLM area, it has been determined the self-sufficiency wage level for employed workers is \$29.06 per hour or \$60,462 annually, which allows for an increase to the skill levels of the existing workforce to meet the needs of the business, to leave no worker behind in obtaining and retaining employment opportunities, and to continuously foster economic growth.

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

As supportive services are not an entitlement, staff must first determine a participant to be in financial need of supportive services before they are provided. Supportive services should be used to address the participant's barriers identified through the initial or objective assessment process. The plan for addressing these barriers, to include the provision of supportive services, must be documented in the participant's Individual Employment Plan (IEP) or Individual Service Strategy (ISS), as appropriate. LWDBs are encouraged to develop and use additional supporting documentation that demonstrates the participant's financial need, such as a budget/financial analysis form and/or a Statement of Need signed by the participant. The Cost of Attendance Form (COA) will be used to determine the participant's financial need.

Payment level of needs related payments will be determined using the 100% LLSIL Metro based on family size. For statewide projects, the payment level must be established by the State Workforce Development board.

To receive needs related payments, adults and OSY (ages 18-24) must:

1. Be unemployed;
2. Not qualify for, or have ceased qualifying for, Reemployment Assistance (RA) benefits;
3. Be enrolled in training services authorized under WIOA sec. 134(c)(3).

Budget will be established and reviewed with participant for needs related payments and will be reviewed on a quarterly basis

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

Strategy 1: Ticket to Work. We have been a Ticket to Work Employment Network (EN) for five years. This program encourages individuals who are receiving Social Security Disability to engage in work without the fear of losing their benefits. Staff are dedicated to assist these individuals in preparing for job search, placement and follow up activities. Our full-service flagship career center provides work incentives and disability benefits counseling provided by a staff member who is a certified Community Partner Work Incentives Counselor. Providing this service on-site ensures that job seekers with disabilities who are considering entering or returning to the workforce are presented with all the options and can weigh all the implications a return to work entails.

Strategy 2: Accessibility of services. (1) All of our sites are accessible and in conformance with the ADA. We ensure that any new training provider is accessible by conducting an on-site review prior to placing on ETPL list. (2) Multi-Lingual staff are present on site to assist with necessary translation. The most used forms have been translated into Spanish to assist our Spanish speaking customers. (3) We have a strong working relationship with the Center for Independent Living. They provide training to staff and provide sign language interpretation services as we need them. (4) As we update our website, we will be including a translatable format to increase our on-line accessibility. We insured

that our phone message for SNAP was in both English and Spanish. We have also contracted with Universal Tech. Translation Service a provider for interpreting service for use in the event we have speakers of other languages other than English or Spanish. This service is used via telephone, so the staff will need to go into the designated safe room with the candidate when using this service since they will need to put the call on speaker, it is accessible via telephone conference call using a designated PIN number.

Strategy 3: Connections with Homeless organizations. The causal effect of disabilities and lack of access to training can often result in homelessness. We have close linkages in our region with the homeless councils and Continuum of Care to ensure the best possible services in our region. We work with other homeless serving agencies to train them on our services, Employ Florida (statewide labor exchange system), resume production and sharing of information for expedient service. They also in turn train our center staff on what services are available so that we can find resources to assist our homeless or at-risk customers.

Strategy 4: Services to Veterans. Through our VETS program we work directly with community agencies serving veterans and provide outreach to encourage veterans that need job seeking services to use our resources. We train other agencies on EF and keep in contact in order to fill our system job listings with veterans first. Veterans who have disabilities are served directly by either our frontline staff or if the disability warrants special services they are then served by our Disabled Veteran Outreach Program (DVOP) and Local Veteran Employment Representative (LVER) staff. Our close linkage with the community provides us with the knowledge needed to help our veterans not only find employment but to assist with other issues that they may be struggling with. We also work through our Business Services unit to provide strong linkages with business for hiring a Vet and for job fairs such as Paychecks for Patriots. We are committed to provide priority services to our veterans.

Strategy 5: Services to Youth. We focus our youth services on out of school youth who are the most in need. Our youth typically have multiple barriers to employment and often these barriers can interrupt their access to services as needed to progress to self-sufficiency.

(1) Our provider of youth services is well integrated with law enforcement partners. Our team looks at ways to partner on job fairs and to assist in transitioning youth from facilities statewide back into our area. We are currently working with the Marion County Sheriff's Department to provide service overviews to pre-release youth to assist in a smooth transition back into society.

(2) Recruitment of youth is conducted with other youth serving agencies to ensure that we are serving those most in need. We primarily focus on recruiting youth who are homeless, lacking a diploma, engaged with the juvenile justice system, foster youth, youth from distressed and poor neighborhoods and those challenged with disabilities.

(3) Our YouthBuild program is called Phoenix Rising. This program has been in place for 11 years and has built a total of 20 homes in economically distressed areas in our service area. Our current program is set to begin in Fall 2022 and is slated to build four more homes. This program teaches soft skills, provides for a diploma, teaches construction skills and other certifications and places them in employment or post-secondary education. All of this plus the ability to provide a home for a family, the youth learn how to give back to their community and be a hero for someone else.

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

We are here to support job seekers in finding sustainable employment. We do provide access to the Department of Economic Opportunity's web site that enables customers to file their claims, claim their weeks, report their job search activities, and complete online activities related to the payment of Reemployment assistance program. We aid the customer with "navigation" through the claims process and the web site, but we cannot provide answers or information about the claims process details to the customer. They must have the specific personal information they need and be able to enter it into the online claim form themselves. We also provide 2 telephone stations in the Resource Room which they can use if they need to contact the Unemployment Hot Line.

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

Services to Veterans. Through our VETS program we work directly with community agencies serving veterans and provide outreach to encourage veterans that need job seeking services to use our resources. We train other agencies on EF and keep in contact in order to fill our system job listings with veterans first. Veterans who have disabilities are served directly by either our frontline staff or if the disability warrants special services they are then served by our Disabled Veteran Outreach Program (DVOP) and Local Veteran Employment Representative staff. Our close linkage with the community provides us with the knowledge needed to help our veterans not only find employment but to assist with other issues that they may be struggling with. We also work through our Business Services unit to provide strong linkages with business for hiring a Vet and for job fairs such as Paychecks for Patriots. We are committed to provide priority services to our veterans.

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All candidates that enter our centers are asked whether they or their spouse have

ever served in the armed forces. If the candidate confirms that they are an eligible veteran or covered person, they are immediately thanked for their service and the eligible veteran or covered person is then informed that they are entitled to priority of service. The staff member will explain in detail what priority of service means and will also provide a two-page handout which also details this entitlement.

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

- (a) Expand access to employment, training, education and supportive services for eligible individuals, particularly eligible individuals with barriers to employment;**
- (b) Facilitate the development of career pathways and co-enrollment, as appropriate, in core programs; and**
- (c) Improve access to activities leading to a recognized postsecondary credential (including a portable and stackable credential that is an industry-recognized certificate or certification) (WIOA § 108(b)(3) and 20 CFR 679.560(b)(2)(iii) to include credentials contained on Florida's Master Credentials List.**

We are in the process of expanding our online course offerings through Metrix Learning (NY Wired for Education) and Valor 180 Skills to better meet the short-term training needs of our job candidates and businesses. We are also working with the College of Central Florida and Metrix Learning to develop educational on-ramps and off-ramps to promote continued educational opportunities through the college. The introduction of additional online training opportunities will act as a feeder into credit and degreed courses through the college. Metrix Learning can also act as a 'value-add' by supplementing existing college curriculum with the training programs of local businesses to create truly business driven training programs.

Our objective to facilitate career pathways is to co-enroll customers from core programs such as Trade Adjustment Act, Welfare Transition, SNAP allowing participants the opportunities of work-base learning, educational advancement, skills enhancement. We have a strong partnership with industry associations, economic and education partners in developing programs that are needed in our local area for high-demand occupations currently as well as future planning.

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

- (a) Facilitate engagement of employers in workforce development, including small employers and employers in in-demand industry sectors and occupations; and**
- (b) Support a local workforce development system that meets the needs of businesses in the local area.**

Such strategies and services may include the implementation of initiatives such as incumbent worker training programs, on-the-job training programs, customized training programs, industry and sector strategies, career

pathways initiatives, utilization of effective business intermediaries, and other business services and strategies designed to meet the needs of regional employers. These initiatives must support the strategies described above.

Business services staff members are targeted to the sectorized industries of manufacturing, health care, information technology, transportation, distribution and logistics, construction and hospitality. Staff maintain open communication with area businesses to keep abreast of latest industry needs and emerging occupations and technologies.

Outreach events such as job fairs and Youth Career Expos are held across all three counties in the service area. Many of these events are offered in partnership with local industry councils, chamber and economic partners and schoolboard employees, ensuring a robust approach to serving employers through targeted services focused on experiential learning for new and existing staff as needed.

CSCLM continues to work closely with all economic development partners, and educational providers to determine needs in the community. We work closely with all of our educational partners to identify career path opportunities based on the current economy. We also works closely with our educational providers and industry associations to coordinate training needs to support special customized programs. Through discussions with educational and economic partners, we can assist in the development of new programming to meet the needs of local businesses. During the past several years, CSCLM has worked with the College of Central FL and MRMA to launch several short-term training programs such as Commercial Driving, Blueprint Reading, CNC Certification, AutoCAD, Warehouse/Forklift, retails and hospitality soft skills, and Construction Core programs based on needs businesses have expressed. Based on completion of these programs, CSCLM connects graduates with businesses utilizing our Internship program as well as OJT options.

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

In the time since 2020 we have been able to regularly support existing and newly created apprenticeship and pre-apprenticeship programs within the three-county region. These include:

- Continued support of the highly successful Electrician apprenticeship program located at Marion Technical College in Ocala.

- Ongoing work with Marion Technical College staff to launch and support their newly created Masonry program.
- Staff has worked in an advisory role to the College of Central Florida on the development of an Equine and Hospitality apprenticeship (in process, paused by Covid).
- Creation and implementation of a statewide model for the development and launch of Lockheed Martin's Electronic Assembler apprenticeship that has resulted in the hiring of over 300 local apprentices.
- Partnership with TruMont and Pregnancy and Family Life Center in Citrus County to pilot TruMont's Registered Nursing apprenticeship program providing training in transmittable diseases and fertility and medical management.
- Continued enrollment into the Home Builders Institute Pre-Apprenticeship Certification Training (HBI-PACT) through our YouthBuild program (funded through 2024). This program has been responsible for 96 pre-apprenticeship enrollments in the last two funding cycles with another 48 scheduled through 2024.

Each of these programs has provided us the opportunity to educate local businesses on the benefits of apprenticeship and share the financial support we are capable of providing to apprentices and sponsoring businesses through supportive services and work-based learning agreements.

In 2021, CSCLM added an Apprenticeship Coordinator position to facilitate ongoing apprenticeship efforts.

We have been in dialogue with both the State office of apprenticeships and with the manufacturing industry to continue the development of new opportunities.

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

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

**(a) Describe how required WIOA partners contribute to the LWDB's planning and implementation efforts. If any core or required partner is not involved, explain the reason.**

CSCLM Board, with the concurrence of the chief elected officials, requested and received the authority to function as the direct service provider of the area's one-stop services system. With the assumption of this responsibility, the local area's workforce business-led system was restructured in a manner that minimized the impact of budget reductions on our unemployed customers, and reshaped and consolidated services for a more efficient system of connecting customers to

opportunities with local businesses.

CSCLM delivers all programs and services to customers through its fully comprehensive and diverse workforce development One Stop System. This system is both physical and technological – providing access with a “physical front door” which is through our three Career Centers located in Citrus, Levy and Marion Counties and through “electronic access”. Other required One Stop Partners have been fully willing to negotiate MOUs and coordinate services and provide representation on our board. Community partners allow access to provide mobile One Stop services in outlying areas where transportation to a brick and mortar facility can be challenging for some of our customers.

In the effort of reaching graduates and professionals, CSCLM, in partnership with the College of Central Florida (CF), created a professional center that is located at the College and supported by staff from both agencies. This center was developed to be a mechanism of connectivity for businesses, graduates, professionals and customers in training to assist them in successful employment culmination.

CSCLM operates two mobile units that cover our tri-county area on various days, bringing career center services and programs to those who find it difficult to come to the brick and mortar centers, or those who lack internet to connect remotely. The workforce development system connects many agencies and programs. Within the center in Marion County, older worker Services and Community Action are both housed within the One-Stop. Other partner agencies are reached through our technological and referral door or visit the centers occasionally or as needed to meet with mutual customers.

Under the business model of CSCLM, the following Local One Stop System is in place. The dual goals of workforce development are to provide the talent and skills businesses need to produce and deliver goods and services, as well as raise living standards of working families in America. In order to achieve both of these goals, it is critical to:

- Understand the local labor market and forge strategies to serve both businesses and workers;
- Give candidates and workers effective counseling and access to appropriate training to enable them to earn family-sustaining wages, and
- Assure that the dollars spent on workforce and economic development are spent wisely.

CSCLM’s goal of providing a full array of Welfare Transition, SNAP, WIOA, TAA and Wagner-Peyser services, career services and training to our area residents which will assist them in obtaining employment; along with the business-driven services of the Business Services unit, is attained by providing:

- Extraordinary customer service; outreach and recruitment; orientation for services; registration for work; resource area management and coordination; operation of job search assistance workshops; referral to appropriate work or training activity



- Employment referrals; development of employment opportunities; development of subsidized/ un-subsidized employment opportunities
- Eligibility determination; individualized employment plans; referrals to objective assessment services; case management, general and intensive
- Coordination and provision of support services; post placement and job retention follow-up
- Maintenance of records and reporting; individual training accounts management; customer payments (tuition, books, fees, day care, transportation and other support services)
- Veteran services; Job Corps referrals
- Special grants/contracts management; volunteer staff management
- Older Worker services – co-location of staff onsite at the career center.
- Working with faith based and community organizations
- Coordination with Community Action
- Provision of YouthBuild services

All services as a whole are reviewed for efficiency and cohesiveness by our One Stop Operator.

**(b) Identify any optional/additional partners included in the local one-stop delivery system.**

CSCLM continually seeks out opportunities within the region to develop Workforce Services Agreements with partner organizations including community-based, faith-based, and/or nonprofit organization, as well as employment, education, and training programs that align with our vision mission and strategic goals. CSLCM works with the following partners to assist our customers in achieving their goals:

Nature Coast Business Development Council
North Central Florida Regional Housing Authority
Mid Florida Homeless Coalition, Inc.
Ocala/Marion County Chamber and Economic Partnership (CEP)
Citrus County Chamber of Commerce
Pace Center for Girls
Vocational Rehabilitation
College of Central Florida
Mid Florida Community Services
Marion Technical College (Marion SB)
Center for Independent Living
Pinellas County Urban League
National Caucus and Center on Black Aging, Inc.

College of Central Florida - Levy Campus
North Central Tier Workforce Coalition
Marion County Homeless Council

Ongoing partnership development is paramount to our success by ensuring that we are sharing promising and proven practices by doing what is best for our communities to enhance the overall economic development.

**(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 job seekers.**

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

All CSCLM offices are ADA compliant and reviewed at minimum once per year for all aspects of continued compliance by the CSCLM quality assurance unit. Any co-located partners would be ADA compliant under our local policies and procedures. Additionally, CSCLM has an operating policy detailing the strict programmatic accessibility standards that we hold (*OPS-78 Program and Services Accessibility*).

Each CSCLM office is equipped with a full line of assistive technology to assist individuals with disabilities to include technology to assist visual and hearing-impaired individuals. Additionally, all public forms and publications include our standardized notice of EEO compliance:

*“CareerSource Citrus Levy Marion is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers listed above may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711. If you need accommodations, please call 352-840-5700, ext. 7878 or e-mail [accommodations@careersourceclm.com](mailto:accommodations@careersourceclm.com) at least three business days in advance. Additionally, program information may be made available in Spanish upon request. A proud partner of the American Job Center Network.”*

CSCLM is a community partner with the Center for Independent Living (CIL). Partner meetings have been the basis for the development of a Memorandum of Understanding (MOU). This MOU includes periodic and cross agency staff training to not only insure excellent service to individuals entering a career center, but also insure that all CIL staff are fully aware of and know how to access our full line of services.

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

Use of universal design is recognized for creating a more equitable and cost-efficient work space. Whenever possible, CSCLM uses universal design features to enhance our office experiences. Below is a list of examples of how universal design streamlines the career center experience:

- Collateral available in English and Spanish
- Universal application/enrollments provides expedited movement between partner programs
- Flexible work space within each center to accommodate all users
- Services available in 'self-service' format, or available in a staff assisted, one-on-one environment
- All enrollment/application processes are streamlined to essential data
- Sign in Kiosks are available for use with touch screen, mouse or keyboard
- Full color digital information displays in the resource areas
- Use of ergonomic furniture in all resource areas and staff offices and meeting spaces

Efficient universal design allows us to serve more individuals while making few accommodations that can slow the delivery of services.

**(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)).**

CSCLM endeavors to offer the majority of services available in a brick and mortar career center in a virtual or electronic format. Our Career Success Plan as well as a full line of narrated training webinars are available through our website. Customers interested in training may also complete the online universal application and can submit their interest in tuition assistance to a CSCLM staff member for review. This digital portal allows a customer to access any service available in the center with the exception of one-on-one, personalized service. Remote one-on-one services may be scheduled with CSCLM staff using video chat for those customers that are unable to visit a CareerSource CLM office.

Additionally, CSCLM has partnered with numerous community agencies to bring workforce services to rural areas where service access is limited. Through the use of our two mobile career centers we are able to bring a full line of services to areas where they would traditionally be unavailable. Our partnership with libraries, food banks, DCF Access points and community action agencies allows customers to access workforce services in a single location.

With the implementation of the Workforce Innovation and Opportunity Act (WIOA) CSCLM

has been proactive in increasing our outreach and assistance efforts towards individuals with disabilities. We are currently partnering with the Department of Vocational Rehabilitation, New Direction, Brother's Keeper, the Community Home Project at the Howard Academy and the Ticket to Work, Career Counseling, Information and Referral (CCIR), Citrus County Opioid Taskforce, Tri-County Resource Center and Pre-Employment youth program to provide enhanced services to individuals with disabilities that are looking to enter the workforce. We also provide intensive Veteran services within each of our centers, provide outpost Veteran support throughout the community as well as maintain close relationships with local support agencies such as Salvation Army, Center for the Blind, Center for Independent Living, Marion County Homeless Council, Veterans Helping Veterans and Ocala Ritz, a homeless veteran transitional housing institution. One of the key components to creating successful outcomes is targeted and effective outreach.

As part of the business services strategy, CSCLM works with businesses and business groups (such as the local Economic Development Councils, Mid-Florida Regional Manufacturing Association, Ocala Human Resources Management Association) to:

- Learn about their unmet needs and challenges in the workplace;
- Identify areas in which the needs of businesses and candidates for employment can be matched or otherwise customized through negotiation;
- Explore the value of workplace flexibility and otherwise customizing employment in recruiting and retaining a diverse workforce and its usefulness as a tool to maximize productivity;
- Develop customized training resources for the specific skills needed by businesses; and
- Promote paid and unpaid work experiences (e.g., on-the-job training, internships, apprenticeships, etc.) for individuals with disabilities.

Our established relationships with local agencies provide an organic referral process. However, we realize that not all individuals that have disabilities engage the assistance of a social service agency. CSCLM also works closely with our local media partners in print and radio to broaden our umbrella of exposure to our local customer base. Adequate outreach and marketing are the cornerstone to 'spreading the word' about new opportunities and initiatives. Our dedicated Communications Team uses a multi-faceted approach to reach individuals with disabilities such as Social Media, print and broadcast methods such as our own Biz Spot, FB Live and Podcasts are used in promoting services and encouraging individuals with disabilities to engage workforce to assist in their career development and planning. CSCLM is committed to providing services to all customers and to continually work to increase the awareness of businesses on the benefits of hiring people with disabilities.

Each of our Centers is fully accessible and set up with workstations that are specially equipped for individuals with disabilities; these include an ADA compliant computer and the Interpretive System for the hearing impaired, screen reading software, extra assistance filling out paperwork, language interpreters etc.

Customers with disabilities are also given referrals (when applicable) to agencies such as Vocational Rehabilitation and Center for Independent Living where they may receive additional services.

Vocational Rehabilitation has an office in Ocala, which is conveniently located around the block from our comprehensive Career Center. The other two locations located close to our area are in Old Town and Gainesville. VR staff are provided itinerant services out of our career center in Chiefland. VR provides medical and psychological assessment, vocational evaluation and planning, career counseling and guidance, training and education, job-site assessment and accommodations, job placement, job coaching, OJT, supported employment, assistive technology and devices, time-limited medical and psychological treatment. They also aid individuals who have hearing impairment and in partnership with the Division of Blind Services work with the visually impaired.

The Center for Independent Living (CIL), which is a program of VR, has been a long-term and vital partner of CareerSource. CIL provides training to our staff in large group settings and in one-on-one settings regarding working effectively and compassionately with people with disabilities. CIL is also our contractor for interpretive services for both our internal staff needs as well as for our customers. CIL provides this quality service to all of our Centers.

Mental health and addiction are issues that become known through the course of working with our customers. Often these underlying problems make it impossible for an individual to succeed at their job search. Our customers rely on assistance from organizations that receive SAMHSA (Substance Abuse and Mental Health Services Administration) funding as both mental health and addiction services are typically financially unreachable elsewhere. Our two main providers are The Centers in Lecanto and Ocala and Meridian in Bronson and Trenton. There are a number of other help-lines and group therapy methods available along with sliding scale counselors in our tri-county area. The listing of these other services is also found on the local 211 networks developed by United Way.

In addition to CSCLM Staff, the business services staff conduct outreach to businesses to develop employment opportunities for veterans; The Disabled Veterans Outreach Program (DVOP), which provides intensive case management services to veterans (especially disabled) to reduce barriers to employment; and, maximization of GI Bill resources to fund training and living expenses while veterans earn college credit and complete career ladder training programs.

CSCLM fully complies with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The Board also assures that it complies with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the operation of the WIOA Title I financially assisted program or activity, and to all agreements made to carry out a WIOA Title I financially assisted program or activity. The Board understands that the United States, the State of Florida and the DEO have the right to seek judicial enforcement of this assurance. The Board also assures that CSCLM appoints an Equal Opportunity Officer to ensure compliance with the regulatory requirements cited above.

To continue to build self-esteem and provide universal access of services to all customers, those with limited English skills are referred to our educational partners for assistance when needed. While professional language assistance is offered and available to these customers, a database of CSCLM bi-lingual staff who have volunteered to act as interpreters is maintained and available to fellow staff when assisting customers. Application forms and informational items are being made available in Spanish which is our largest population of non-English speaking individuals. We also make use of Google Translate where necessary along with hiring interpretation as needed.

For ex-offenders, the permanent record of felony convictions can be a substantial barrier to employment. That barrier, coupled with the fact that many ex-offenders may have minimal education and vocational skills, results in a population that can be classified as “at risk” job applicants. Two programs used as valuable supportive tools to help market and promote ex-offender employment are the Work Opportunity Tax Credit (WOTC) and the Bonding Program. Workshops tailored to this population have been created and offered at CSCLM’s Centers.

In addition, CSCLM in partnership with the Department of Corrections conducts workshops at local prisons to inmates who are targeted for release. These workshops provide information on CSCLM general services, Employ Florida job search tips and suggestions on how and where to look for employment opportunities.

CSCLM is actively involved in the homeless coalitions in our area. Having mutual customers, it behooves us to be actively involved in addressing the staggering numbers of homeless individuals in our region.

As a whole it is evident through the numerous partnerships and activity we maintain that not only are services offered in our brick and mortar locations but spread throughout our service delivery area to insure that all residents and businesses in our area have the opportunity to experience the benefits of the One

Stop system.

**(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)).**

As mentioned in the previous section, most of the services that are available within the traditional One Stop offices are also available digitally to those that wish to use them. Below is a list of the core services that are available online:

- Universal Intake and Release of Information
- Full Line of In-Depth and 'Mini' Workshops
- Tuition Assistance
- Job Readiness/Coaching via Zoom
- Access to candidate forms on our website (programmatic)

These approaches allow us to deliver nearly all services that are offered in some fashion of electronic/digital format. While some customers do not find distance communication a viable form of assistance, many do and appreciate the flexibility and convenience.

CSCLM utilizes an electronic data management system (EDMS), ATLAS (Automated Tracking, Linking and Archiving Solution), which supports programs and manages our participant records. VOS Greeter (Virtual One Stop) kiosk system is used to track Career Center traffic.

Customers entering the Career Centers or attending an offsite event sign in through the VOS Greeter kiosk system that is either on an actual kiosk or replicated on a tablet. Veterans and program participants are identified by this system and programmatic staff receive automated notifications. Customers are able to choose what category of assistance they need to access upon entering the building. Career Center traffic reports are shared with all of our CareerSource staff, Career Center Committee members and core partner programs. This service also identifies the program, service or partner program the customer has accessed. Quarterly Reports are analyzed to benchmark ongoing customer survey responses and data is utilized for ongoing continuous improvement. These reports are made available to CareerSource staff, One Stop Committee members, Board members and core partner programs. This service also tracks our demographic data. The ATLAS system is also our centralized database for programmatic records retention. All programmatic forms are stored electronically in this paperless environment.

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

All service providers are procured per our formal Procurement Policy and Procedures that were developed in compliance with Federal and State laws. All service provider procurements are initiated through an Invitation to Negotiate (ITN). Section 287.057 of

the Florida Statutes provides that in certain circumstances where an agency determines "...that an invitation to bid or an RFP (request for proposals) will not result in the best value..." it can opt to use an Invitation to Negotiate. This permits us to focus not only on overall cost of the program, but primarily the quality of service to be provided considering historical performance of the organization. All eligible response packages received during the procurement process are retained in hardcopy form in the CSCLM administrative offices and are available for review during routine local, State and Federal monitoring sessions. The following steps illustrate the process:

- Formal Public Notice is made for a minimum of two days prior to ITN issuance in local newspapers
- All known organizations recognized as being involved in the provision of the requested services are sent a notification of the ITN
- The ITN package and complete response package is posted and available for review and download on our website
- Expression of Interest by respondents must be received by CSCLM by the deadline listed in the ITN package
- All respondent Expression of Interest packets are reviewed. A full determination is made about the demonstrated performance and ability of the organization(s). Capacity to perform successfully under the terms and conditions of the proposed program prior to approval being given to proceed with responding to the ITN
- All respondents are notified of their qualification status after review and are advised if they should proceed with the ITN process
- Qualified respondents are required to submit their formal ITN package by the date listed on the ITN release
- CSCLM operations staff review all responses and score each organization on a standardized scoring matrix
- Staff recommendations for selection are made to the Executive Committee for review. The Executive Committee makes the final selection from the scored respondents
- The Executive Committee, at its discretion, may request respondents to present their proposals to the committee for review.
- The final selection is reviewed by the Board of Directors. Final selection is at the discretion of the Board of Directors

**(5) Service Provider Continuous Improvement: Describe how the LWDB will ensure the continuous improvement of eligible providers through the system and that such providers will meet the employment needs of local employers, workers and job seekers (WIOA §108(b)(6)(A) and 20 CFR 679.560(5)(i)).**

CareerSource CLM has been dedicated to continuous improvement of our system to better the services provided not only to our business customers, but to job seeking candidates, as well.

\_\_\_\_\_The first step taken toward reviewing service levels and restructuring future service provision began with our implementation of the Net Promoter System (NPS) in



2015. NPS is an automated survey software package that allows our Director of Continuous Improvement to target customer service surveys to specific groups of job candidates that utilize CareerSource CLM services. These targeted groups give real-time feedback based on specific touchpoints that are received as they navigate our system and services allowing for senior management to identify strong areas of service and any areas that may require immediate attention. Several touchpoints that are monitored on a monthly basis include (but not all inclusive):

- Initial use of resource room services
- 6 months after assistance from CareerSource CLM staff
- WIOA training enrollment
- WIOA training outcome and placement
- Veteran Services
- WTP/SNAP services
- Business Services job order processing

Our survey results continue to trend much higher than national averages for other service-based industries. This information drives flexible and fluid service provision to meet the demands of our labor force. Additionally, all negative feedback is handled in a closed-loop fashion by center management. All negatively responding candidates and businesses are contacted to discuss their feedback and to garner input on what improvements can be made to change their opinion.

Aside from customer feedback, the operations unit is focused on identifying and acquiring additional resources to strengthen local services. A focus is placed on identifying competitive grants that align with local sector and service initiatives. The team plays the primary role in creating proposals that enhance our existing services and meet the needs of current labor market trends.

To enhance our continuous improvement of our system, CSCLM has contracted with Underwood and Sloan for ongoing third-party monitoring to ensure a quality review of workforce efforts. We schedule quarterly All-Staff meetings for training on current and new processes to provide staff all the information and tools needed to be successful. We engage all staff to participate in the State Programmatic Monitoring with scheduled monitoring of all services provided throughout the program year.

## F. COORDINATION OF SERVICES

- (1) Coordination of Programs/Partners: Describe how services are coordinated across programs/partners in the one-stop career centers, including Vocational Rehabilitation, TANF, SNAP E&T, 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.

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CSCLM has long maintained a holistic approach to partner programs in the

workforce system. Aside from Vocational Rehabilitation, Pinellas County Urban League (Urban Older Worker Job Program) and Adult Education providers, all other partner programs are managed directly by the LWDB. Acting under a waiver provided by CareerSource Florida, as provided by the governor, direct management occurs for Wagner Peyser, Workforce Innovation and Opportunity Act (WIOA), Trade Adjustment Act (TAA), Veteran services, Welfare Transition (WT) and the Supplemental Nutrition Assistance Program (SNAP). Youth Services are provided in our three-county area under a service provider agreement with Eckerd Connects.

To best achieve seamless coordination of services across in-house partner programs, CSCLM has developed two service level options and a common intake process for all customers.

The first service level option is Self Service, or Basic Career Services. This option is available to customers that simply wish to utilize basic services and technology without the need for interaction with staff beyond simple questions and answers. This option works for customers who have a firm grasp on their employment goals and may only need to complete specific tasks such as online job searching, printing resumes, filing for reemployment benefits, etc.

The second service level option is for customers that wish to access the next level of Basic and Individualized Career Services (TEGL 3-15). Our Career Success Plan is a structured intake process that gathers necessary information from new customers at their time of entry into the system. Regardless of the desired service or level of services we have identified a need to gather specific baseline information in order to best assist and ‘triage’ customers to the appropriate partner program.

Customers are asked to complete a services application, watch an online orientation or attend an in-person orientation to our menu of services and most importantly enter a full Employ Florida (EF) registration including the development or upload of a current resume. Upon completion of the Career Success Plan Intake, the customer meets with a Career development Coach that reviews their information and provides additional details on services that may benefit them and outlines their next steps. Next steps may include (but not limited to):

- Community agency referrals
  - Referral and establishment of an appointment for additional career consultation
  - Initial assessment
  - Placement assistance
  - Job referrals
  - Resume Review and Critique
  - Skill Testing (Talevation, Ready to Work, Soft Skills)
  - Provision of LMI
  - Referral to CSCLM employability workshops
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- Referral to Individualized Career Services (WIOA, WTP or TAA)
- Referral to our Youth Services provider (WIOA)
- Referral to Ticket to Work
- Referral to Vocation Rehabilitation
- Referral to Adult Education
- Referral to the next Welfare Transition or SNAP orientation
- Referral to a Veteran representative for veterans with significant barriers to employment (SBE)

To meet the needs of customers that wish to access services in person and those that prefer to access digitally; this process is available at our brick and mortar locations as well as through our website in online modules and through the use of video chat. Online completers have the option to schedule a personalized appointment with staff upon completion. They may also continue to access services over the phone or through video chat if they prefer not to visit a physical location. At any time, a customer may be dually enrolled in a partner program depending on their need. Staff work together to blend and braid services so that the customer does not feel they are being forced to jump through hoops to access the services needed. This close partnership among the programs creates a complete package of services and support services the customer can access to meet their goals.

Since the enactment of the WIOA, we have been proactive in having ongoing discussions with both Vocational Rehabilitation (VR) and Adult Education. CSCLM is currently an Employment Network with the Ticket to Work program, along with a Partnership Plus and pre-employment services provider.

Adult education is a critical component to the development of a quality workforce. All of our Adult Education partners work closely with our case management staff to identify individuals who may qualify for funding assistance under the SNAP, WT and WIOA programs. Our partnerships gained a better foot holding several years ago when charges were placed on GED classes. The costs of the classes and testing became overwhelming for many individuals who were already in the low income or dislocated classifications. Close communication and inter-organizational referrals allowed us to screen enrollees for our various funding streams to assist as many students as possible.

- (2) Coordination with Economic Development Activities:** Describe the strategies and services that are used in the local area to better coordinate workforce development programs and economic development (20 CFR 679.560(b)(3)(iii)). Include an examination of how the LWDB will coordinate local workforce investment activities with local economic development activities that are carried out in the local area and how the LWDB will promote entrepreneurial skills training and microenterprise services (WIOA §108(b)(5) and 20 CFR 679.550(b)(4)).

CSCLM has long standing partnerships with the Chamber and economic development organizations in our three-county area. Our partner organizations are the Citrus County Economic Development Department, Citrus County Chamber, Nature Coast Business Development Council (NCBDC - Levy County), and the Ocala/Marion County Chamber and Economic Partnership (CEP) (Marion County). Our partnership with NCBDC is accomplished

through an employment sharing arrangement where the work conducted is on behalf of NCBDC and CSCLM. We have representation on our Board of Directors from each of the three organizations. Staff from our Business Services unit works closely with area EDC staff for a broad range of projects. CSCLM staff is involved in talent recruitment and training development for new and existing businesses, complementing the services of the ED organizations and creating a 'one-stop shop' approach. Staff also work with EDC staff to prepare talent and training availability reports and labor market information for new business development and attraction endeavors. Entrepreneurship development has been a partner endeavor in our workforce region. We actively support the Citrus, Levy and Marion County Chambers and economic development with their small business incubators. We are able to provide community linkages to the startup businesses to address immediate and long horizon needs. One such endeavor is to offer paid work experience and work-based learning opportunities for individuals to learn new skills in small business that often involve emerging technologies. Not only does this create additional learning opportunities within our community but helps the small business through training incentives. CSCLM sits on the Advisory Council for Future Business Leaders, which also councils the Future Business Leaders of America local chapter.

Each of the EDC's are instrumental in the development and shaping of our Area Targeted Occupation List. This list serves as the primary tool for sharing WIOA approved training and career paths for our area to the public. Discussions with the EDC's involve identifying current business needs as identified from their viewpoint as well as possible training and development that should begin occurring to assist in their business attraction and expansion efforts. This collaboration allows us to begin talent development before a critical need is identified and develop a qualified workforce prior to a business moving to the area.

Additionally, the local division of the Small Business Development Council (SBDC) is co-located with the CSCLM administrative offices on the Ocala campus of the College of Central Florida. Our staff works regularly with the SBDC to form business solutions through combined efforts. CSCLM has been an information access point for individuals and small businesses utilizing the services of the SBDC and has presented various workshops to assist the individuals and businesses in their talent development and training efforts.

CSCLM, the Small Business Development Center, Mid-FL Regional Manufacturers Association, Ocala Human Resource Management Association, and College of Central Florida formed a partnership, the Business and Career Resource Cooperative (BCRC), which focuses on small business to provide training, workshops and information to support the local small business needs.

CSCLM partners closely with the Mid-Florida Regional Manufacturers Association (MRMA), whose Executive Director has shared office space in our administrative offices. This direct linkage helps enhance services and provide daily intelligence on the sector, and this ensures direct communication with CEO and the Business Services staff. This is accomplished through an employment sharing arrangement where the work conducted is on behalf of MRMA and

CSCLM. This provides in-depth intelligence on hiring needs, salary structures, growth strategies and training needs for the benefit of CSCLM planning and implementation purposes. This has proven to be of great value to our manufacturing community.

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

The CSCLM Rapid Response Team consisting of Assistant Director of Career Development, Center Manager, Business Development Manager and Mobile Career Center Career Development Coach will respond to natural disasters and coordinate with the State Rapid Response Coordinator and other local government divisions and organizations to provide Rapid Response services to natural disaster-affected workers. Workers separated due to natural or force majeure disasters must be screened for the eligibility requirements included in the WIOA Dislocated Workers program, per WIOA § 3 (15)(C) stating “unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters”.

1. Need for Rapid Response services is identified by CareerSource staff through the following sources:
  - a. State W.A.R.N. Notice
  - b. Employer call
  - c. Newspaper or media announcement
  - d. Word of mouth
  - e. Employees coming in for services
  - f. Economic Development Council
  - g. Other partners
2. Staff notifies the local Rapid Response team who then contacts the employer to discuss their needs and present several options for services. The following questionnaire is used to clarify those needs and arrange for the materials and staff needed.
3. Staff is recruited to assist with the Rapid Response. Generally, staff from the One Stop Centers will meet with the employees and the Business Services staff will meet with the employer to get necessary paperwork and make all the arrangements. The One Stop Staff is notified of the dates of the Rapid Response in order to be prepared at the resource center(s).
4. The Rapid Response coordinator works with the Business Service Staff to generate the handouts and PowerPoint presentation (if needed) for the

event. Rapid Response Kits with informational materials are kept on hand for smaller needs.

5. A joint meeting (telephone or in-person) is held with the team members to go over what is needed at the Rapid Response event to discuss responsibilities.
6. The Rapid Response event is conducted, necessary forms are completed, and the Expeditious Form, once completed, will be sent to DEO.
7. The Rapid Response Coordinator collects all the information and disseminates it as appropriate.

Services that can be offered to Employers:

1. Packets for employees containing unemployment information, job search materials and social services contacts.
2. On-site presentation including UC information and One Stop staff.
3. On-site laptops for registration in Employ Florida (EF) and job search capabilities.
4. Binders with current openings relevant to job skills of those being laid off
5. Contact with other employers with current openings relative to the job skills of those being laid off and ask if they are open to candidates receiving referrals.
6. Promotion of workshops to aid in job search preparation.
7. If the entire facility is closing, a recruitment event.
8. Drop off materials if on-site presentation is not a viable option for employer.

**(4) Industry Partnerships: Describe how the LWDB identifies and collaborates with existing key industry partners in the local area. Describe how the LWDB coordinates and invests in partnership infrastructure where key industry partnerships are not yet developed (WIOA §108(b)(4)A)). 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);**

Sources Used: US Census, BLS data, LAUS, QCEW, Jobs EQ

Sector partnerships are business-driven partnerships among companies in a targeted industry and other regional partners who work together to develop and implement solutions for the industry's workforce and other needs.

I.LWDB 10 has convened labor market partners, local businesses and educational partners into a steering council to determine the major sector markets regarding workforce, education and private industries.

II.The LWDB10 board has adopted the following as targeted sectors for the Citrus Levy and Marion County workforce region:

- a. Healthcare
- b. Manufacturing/Distribution
- c. Information Technology
- d. Transportation/ Logistics
- e. Construction
- f. Hospitality

III.These sectors are the target of our work-based training funds and are highlighted in our Workplace Learning policies which provide for Work Based Training (WBT) options that are available to our local employers and career seekers through the Workforce Investment and Opportunity Act (WIOA) and through the Temporary Assistance for Needy Families (TANF). Within these different funding sources are a variety of strategies to assist in training for career seekers and employees. These options include On the Job Training (OJT), Customized Training, Incumbent Worker and Internships. The purpose is to provide participants an opportunity to develop employability skills, acquire job specific knowledge and gain work experience in an area that helps prepare them for self-sufficient employment. WBT must be in a demand occupation that is listed on our area targeted occupation list (ATOL) or the State targeted occupation list (OPS 28) or be an occupation that is part of our sector-based strategy in the industry sectors outlined above.

IV.Labor Market Information (LMI) data is pulled and reviewed on both a monthly and quarterly basis, and this information is presented to the area chambers, education and business partners as requested to ensure workforce system alignment in our targeted sectors.

V.The LWDB ensures the Business Services staff are trained to understand and use labor market information and other data in their customer interactions and service delivery. Target industries' input on their workforce demand and sector driven challenges is used by the LWDB to understand the development and delivery of training for staff who serve businesses and job seekers/workers. Staff are assigned within our Business Services group to specific sectors and aligned to chamber staff, to meet and speak on a regular basis. These meetings center around business retention and expansion specifically in the targeted sectors. Staff regularly share the data that they collect with one another, meet regularly to review the data as it pertains to the development of industry sector strategies, and build agreement on data fluctuations and implications, including how best to implement strategies based on the data.

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VI. The LWDB has established an industry comparison measure for tracking the effect of its sector strategy efforts. The LWDB uses information from these measures, as well as employer and job seeker/worker feedback, to form sector design, relationship building amongst partners, strategic planning, and other aspects of its sector strategy endeavors.

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

Our strategic planning sessions in 2021 led to the goals and objectives in the 2022 workforce plan. This was a culmination of several planning sessions involving private industry, community partners, and cross regional representation. The goal was to provide equal input and cross functionality to meet the needs of the most partnering agencies at once. We continuously meet with community organizations and private industries to stay in front of local demands using tools such as our Business Needs Assessment and scheduled visits with local economic development partners and businesses.

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

Labor Market Information (LMI) data is pulled and reviewed on both a monthly and quarterly basis, and this information is presented to the area chambers, education and business partners as requested to ensure workforce system alignment in our targeted sectors. 51% of CSCLM's board is comprised of Private Industry, which helps guide our initiatives and policy updates. We also receive regular business feedback through our Business Development Team as they meet with businesses to assess and respond to their needs.

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

Our business services team communicates regularly with local businesses to ascertain their most current trends and future needs. We meet monthly with our economic development partners to determine what areas are in growth and/or decline so that we can adjust our efforts accordingly to the needs of the workforce chain of supply and demand.

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

By convening industry leaders and guiding local training partners to provide training in demand, high-skill occupations. We meet and partner with education providers at the high-school level to determine what Career Technical Education programs may be in demand to prepare the upcoming workforce.



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

Labor Market Information (LMI) data is pulled and reviewed on both a monthly and quarterly basis, and this information is presented to the area chambers, education and business partners as requested to ensure workforce system alignment in our targeted sectors.

**5. Coordination with Relevant Secondary and Postsecondary Educations: Describe how the LWDB coordinates relevant secondary and postsecondary education programs and activities with education and workforce investment activities to coordinate strategies, enhance services and avoid duplication of services (WIOA § 108(b)(10) and 20 CFR 679.560(b)(9)).**

CSCLM actively works with the school boards in the development of their Career and Professional Education Act (CAPE) programs. CSCLM and school boards work together to establish and validate the needs of their technical training programs through real time labor market data.

CSCLM also works with each of the school board's adult education arms in the development of their AGE (Adult General Education) and Perkins grant applications to ensure that the services delivered mirror the strategies established by the local workforce board.

CSCLM currently staffs and operates the placement assistance office for the College of Central Florida. Our current office is located in the Enterprise Center on the campus of the College of Central Florida in Ocala. This office provides job coaching, workshops and professional placement services for students attending classes at all of our educational providers. It also provides professional level employment services to individuals that enter our system that meet the local criteria for being classified as a 'professional':

- Attained an Associate's Degree plus five (5) years of experience, or
- Attained a Bachelor's Degree, or
- Have 5 years professional experience making \$40K per year or more

This location holds joint branding and staff from the college to facilitate full integration of technical, industry driven educational services available as well as internship opportunities provided through the college for graduates. The internships provided through the college are melded with CSCLM's initiative of creating industry driven, paid internships and work experience opportunities for recent grads and professionals that require additional practical experience to become employed.

The partnership with the college allows us to identify students coming out of internship programs and will soon be graduating. This allows for direct linkage of trained and experienced talent to local businesses in our area.

Additionally, staff from this office travel throughout the three-county region to provide a wide range of workshops to students in Adult Education, career and technical and college programs with a focus on professional development. These workshops often include:

- Information on CSCLM and available services
- Interviewing skills
- Soft Skills workshops
- Targeted resume development
- Use of social media in your job search
- Navigating the New World of Work (our fundamental workshop for approaching a job search in the digital age)
- Information on grants and other tuition assistance programs

Additionally, we host the Youth Career Expo in each of our three counties. This event is a partnership between the College of Central Florida, Marion County School Board, Community Technical and Adult Education, Ocala/Marion County Chamber and Economic Partnership and the Mid-Florida Regional Manufacturers Association, Citrus County School Board and the Levy County School Board. The Youth Career Expo is hosted in Citrus, Levy and Marion Counties and will be attended by nearly 1200 middle and high school students with participation from over 90 businesses and 120 community volunteers.

The Youth Career Expos are aimed at students in the K-12 system that have been identified as wishing to pursue careers in one of our targeted industries. Students from the school systems will be transported to the events in multiple waves and will have the opportunity to speak with industry specialists about the work they do, typical work environments and the training and certifications required. Students will also be able to meet with area educators to discuss their next steps needed to become equipped for local business expectations. This annual event is held to spark interest in targeted occupations and drive students into technical and degreed career pathways that will provide quality opportunities to support the local economy.

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

CSCLM understands the importance of supportive services in ensuring a customer's success in training or employment programs. Because CSCLM provides direct management of the career centers in our area, programmatic coordination of supportive services is made easier. Customers receiving individualized career services through WIOA are eligible to receive support services if the need is deemed appropriate by the customer's case manager. Full integration of partner programs within our system allows us to braid and blend

funding sources to maximize resources and provide quality assistance to our customers.

#### **WIOA Support Services:**

- **Traditional Support Services:** These services include, but are not limited to, transportation, uniforms, tools, occupational licenses.
- **Vocational/Educational Support Services:** These services are subject to a maximum disbursement amount for tuition and a separate reasonable maximum disbursement amount for travel cost.
- **Employment Support Services:** On-the-Job Training (OJT) services will be authorized up to 75% employer reimbursement with a maximum of \$4,000 per agreement.

#### **TAA Support Services:**

- Travel Assistance for out of area job search/training
- Relocation Assistance

Funding for support services is limited, so staff provides customer referrals to other community service agencies when funding exists to maximize local resources.

**7. Coordination of Wagner-Peyser Services: Describe plans, assurances, and strategies for maximizing coordination, improving service delivery, and avoiding duplication of Wagner-Peyser Act (29 U.S.C 49 et seq.) services and other services provided in the local area through the one-stop delivery system (WIOA §108(b)(12) and 20 CFR 679.560(b)(11)).**

Most of the services provided under Wagner Peyser act as the gateway to Individualized Services under other partner programs. Many customers visit a center with basic needs, not fully understanding the entire scope of services available to them. Staff are educated in assessing the customer's needs and offering an individualized service plan with a Career Development Coach (CDC). In Wagner Peyser, the individual service plan is mandatory in RESEA and JVSG. Working with the CDC, an intensive career development plan is created with benchmark goals established to assist the customer in obtaining successful employment. Activities such as career choice decision, effective job search methods, creating an effective resume and referrals to appropriate opportunities. If appropriate, referral for more intensive services is considered. Through effective assessment and triage many Wagner Peyser customers move to Individualized Services under partner programs. Other customers that wish to conduct self-paced and independent job searching may do so.

**8. Coordination of Adult Education and Literacy: Describe how the LWDB coordinates WIOA Title I workforce investment activities with adult education and literacy activities under WIOA Title II. This description must include how the LWDB carries out the review**

**of local applications submitted under Title II WIOA § 108(b)(10), consistent with WIOA sections 107(d)(11)(A) and (B)(i) and WIOA § 232 (20 CFR 679.560(b)(12)).**

Additionally, CSCLM is working to establish offerings and referrals for English for Speakers of Other Languages (ESOL) courses as well as GED classes. Our partnership has developed a joint understanding of our eligibility and enrollment requirements, leading our Adult Education partners to make quality referrals to CSCLM staff when they identify a customer that may be eligible for WTP, WIOA, TAA, or SNAP funding.

- 9. Reduction of Welfare Dependency: Describe how the local board coordinates workforce investment activities to reduce welfare dependency, particularly how services are delivered to TANF/Welfare Transition and Supplemental Nutrition Assistance Program (SNAP) Employment & Training (E&T) participants, to help individuals become self-sufficient. This description must include strategies and services that will be used in the local area to support co-enrollment of Welfare Transition and SNAP E&T participants into other workforce development programs. 20 CFR 675.100(h) and 20 CFR 680.620**

CSCLM leverages resources from all partner programs to assist our WTP and SNAP recipients become self-sufficient. All participants are screened for services that can be provided through WIOA, TAA, competitive grants and career services provided through Wagner Peysner and Veteran Services. Our work-based training services offer a wide array of opportunities to assist in the job development and placement of candidates. Aside from internal partner programs we also communicate regularly with community partners to garner access to additional resources and employment opportunities.

Strategies to assist in placement efforts include resume development and marketing of candidates to our internal Business Services staff who act as ombudsmen to market candidates to local businesses. Hiring incentives offered through work-based training solutions such as OJT, Paid Internship and Paid Work Experience also provide opportunities for a harder to serve customer base that may have limited skills. CSCLM has established the Job Club, a 5-day workshop to assist participants assigned to Job Search/Job Readiness. The workshop will develop job skills that are necessary during job search and once employment has been obtained. The 30 hours (6 hours per day for 5 days) is a part of the required participation activity and credited towards Job Participation hours. Workshops consist of CareerSource CLM services, Employ Florida navigation, Opportunities and Obligations related to WTP, job search using the internet, resume and interview strategies (remotely and in person), money management, dress for success, community resources, social media and workplace ethics.

## **G. PERFORMANCE & EFFECTIVENESS**

The local workforce plan must include:

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

<b>Measures</b>	<b>PY2021-2022 Performance Goals</b>
<b>Adults:</b>	
Employed 2nd Qtr. After Exit	<b>92.00</b>
Median Wage 2nd Quarter After Exit	<b>\$7,000</b>
Employed 4th Qtr. After Exit	<b>90.00</b>
Credential Attainment Rate	<b>88.00</b>
Measurable Skill Gains	<b>50.00</b>
<b>Dislocated Workers:</b>	
Employed 2nd Qtr. After Exit	<b>85.00</b>
Median Wage 2nd Quarter After Exit	<b>\$9,000</b>
Employed 4th Qtr. After Exit	<b>85.00</b>
Credential Attainment Rate	<b>75.20</b>
Measurable Skill Gains	<b>75.00</b>
<b>Youth:</b>	
Employed 2nd Qtr. After Exit	<b>80.00</b>
Median Wage 2nd Quarter After Exit	<b>\$3,200</b>
Employed 4th Qtr. After Exit	<b>75.00</b>
Credential Attainment Rate	<b>92.00</b>
Measurable Skill Gains	<b>88.00</b>
<b>Wagner Peyser:</b>	
Employed 2nd Qtr. After Exit	<b>69.00</b>
Median Wage 2nd Quarter After Exit	<b>\$5,300</b>
Employed 4th Qtr. After Exit	<b>68.00</b>

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

Our high performance is accomplished through integrity, oversight, data analysis, continuous improvement and community dialog. We met or exceeded all but two of the negotiated measures under the WIOA Indicators of Performance for Program Year 2021/2022 as illustrated below.

Measures	PY2020-2021 4th Quarter Performance	PY2020-2021 % of Performance Goal Met For Q4	PY2020-2021 Performance Goals	PY2021-2022 1st Quarter Performance	PY2021-2022 % of Performance Goal Met For Q1	PY2021-2022 2nd Quarter Performance	PY2021-2022 % of Performance Goal Met For Q2	PY2021-2022 3rd Quarter Performance	PY2021-2022 % of Performance Goal Met For Q3	PY2021-2022 Performance Goals
<b>Adults:</b>										
Employed 2nd Qtr After Exit	88.60	103.99	85.20	89.50	97.28	92.30	100.33	91.60	99.57	92.00
Median Wage 2nd Quarter After Exit	\$6,419	91.70	\$7,000	\$7,181	102.59	\$9,024	128.91	\$9,139	130.56	\$7,000
Employed 4th Qtr After Exit	81.10	97.71	83.00	81.70	90.78	86.80	96.44	90.40	100.44	90.00
Credential Attainment Rate	86.90	98.75	88.00	86.70	98.52	83.10	94.43	82.80	94.09	88.00
Measurable Skill Gains	89.30	178.60	50.00	68.90	137.80	52.80	105.60	67.30	134.60	50.00
<b>Dislocated Workers:</b>										
Employed 2nd Qtr After Exit	60.00	72.12	83.20	50.00	58.82	50.00	58.82	100.00	117.65	85.00
Median Wage 2nd Quarter After Exit	\$7,432	106.17	\$7,000	\$5,401	60.01	\$5,401	60.01	\$5,401	60.01	\$9,000
Employed 4th Qtr After Exit	80.00	101.27	79.00	83.30	98.00	80.00	94.12	100.00	117.65	85.00
Credential Attainment Rate	100.00	132.98	75.20	100.00	132.98	100.00	132.98	100.00	132.98	75.20
Measurable Skill Gains	100.00	133.33	75.00	83.30	111.07	80.00	106.67	33.30	44.40	75.00
<b>Youth:</b>										
Employed 2nd Qtr After Exit	83.30	110.33	75.50	83.00	103.75	81.00	101.25	80.90	101.13	80.00
Median Wage 2nd Quarter After Exit	\$3,076	96.13	\$3,200	\$2,962	92.56	\$3,585	112.03	\$3,716	116.13	\$3,200
Employed 4th Qtr After Exit	73.80	101.10	73.00	72.20	96.27	75.40	100.53	75.90	101.20	75.00
Credential Attainment Rate	98.50	115.47	85.30	99.20	107.83	98.20	106.74	98.20	106.74	92.00
Measurable Skill Gains	97.90	111.25	88.00	94.00	106.82	92.70	105.34	94.80	107.73	88.00
<b>Wagner Peyser:</b>										
Employed 2nd Qtr After Exit	65.50	100.77	65.00	65.10	94.35	65.10	94.35	68.20	98.84	69.00
Median Wage 2nd Quarter After Exit	\$4,971	99.42	\$5,000	\$5,120	96.60	\$5,492	103.62	\$6,024	113.66	\$5,300
Employed 4th Qtr After Exit	66.00	102.80	64.20	62.90	92.50	63.50	93.38	65.30	96.03	68.00

**(3) Describe how the LWDB considered feedback from one-stop career center customers when evaluating the effectiveness of its one-stop career centers.**

CSCLM uses the Net Promoter System to measure customer satisfaction with contracted and internally provided services. Provider and internal staff members receive a monthly report which outlines their success in creating promoters and enhancing customer service. Feedback received through this process is used to fine tune continuous improvement efforts area wide.

**END OF LOCAL PLAN**

**SIGNATURE PAGE**

This plan represents the efforts of CareerSource Citrus Levy Marion to implement the Workforce Innovation and Opportunity Act in the following counties: Citrus, Levy, and Marion.

We will operate in accordance with this plan and applicable federal and state laws, rules and regulations.

**Workforce Development Board Chair**

**Chief Elected Official**

**Brandon Whiteman**

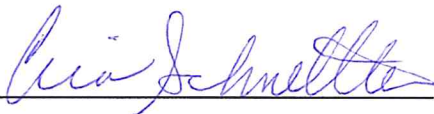
**Carl Zalak, III**

  
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Signature

  
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Signature

9/22/2022  
\_\_\_\_\_  
Date

9/21/22  
\_\_\_\_\_  
Date

ATTEST:   
\_\_\_\_\_

**END OF LOCAL PLAN INSTRUCTIONS**

## Attachments

Upload Executed Interlocal Agreements	<a href="#">A - Interlocal Agreement.pdf</a>
<b>Roles and Responsibilities of Chief Elected Officials</b>	Attach Document
Upload Roles and Responsibilities	<a href="#">B - Agreement-to-Establish-CLMRWDB-2021-Fully-Executed.pdf</a>
<b>Evidence of Designation of the Fiscal Agent</b>	Attach Document
<b>Bylaws</b>	Attach Document
Upload Bylaws	<a href="#">D - Bylaws-3-11-2020-final.pdf</a>
<b>Meeting Materials</b>	Attach Document
Upload Meeting Materials	<a href="#">E - Minutes - Board Meeting -9-7-22 DRAFT.pdf</a>
<b>Local Agreements</b>	Attach Document
Upload Local Agreements	<a href="#">F - Admin Plan 2022.pdf</a>
<b>Executed Memoranda of Understanding</b>	Attach Document
Upload Executed Memoranda of Understanding	<a href="#">G - MOU - Part I.pdf</a> <a href="#">Pages from G - MOU - Part II.pdf</a> <a href="#">Pages from G - MOU - Part III.pdf</a> <a href="#">Pages from Pages from G - MOU - Part IV.pdf</a> <a href="#">Pages from Pages from G - MOU - Part V.pdf</a>
<b>Executed Infrastructure Funding Agreements</b>	Attach Document
Upload Executed Infrastructure Funding Agreements	<a href="#">111_G - MOU - Part I_5308.pdf</a> <a href="#">111_Pages from G - MOU - Part II_1123.pdf</a> <a href="#">111_Pages from G - MOU - Part III_1849.pdf</a> <a href="#">111_Pages from Pages from G - MOU - Part IV_6425.pdf</a> <a href="#">111_Pages from Pages from G - MOU - Part V_9052.pdf</a>



**Executed Cooperative Agreements**

Attach Document

Upload Executed Cooperative Agreements

[I - Eckerd - Modification 22-23.pdf](#)  
[I - Thomas P. Miller OSO Contract Executed.pdf](#)

**Public Comment**

Attach Document

Upload Public Comment

[Public Comments.pdf](#)

**Sector Strategies**

Manufacturing (NAICS Codes: 31, 32, 33)

Construction (NAICS Code: 23)

Health Care and Social Assistance (NAICS Code: 62)

Transportation and Warehousing (NAICS Codes: 48, 49)

Information (NAICS Code: 51)



## **ADMINISTRATIVE PLAN**

# **CITRUS LEVY MARION REGIONAL WORKFORCE DEVELOPMENT BOARD, INC. D/B/A CAREER SOURCE CITRUS LEVY MARION**

## **LOCAL AREA 10**

**REVISED: MAY 6, 2022  
BOARD ADOPTED: JUNE 7, 2022**

CareerSource Citrus Levy Marion is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers listed above may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711. If you need accommodations, please call 352-840-5700, ext. 7878 or e-mail [accommodations@careersourceclm.com](mailto:accommodations@careersourceclm.com) at least three business days in advance. Additionally, program information may be made available in Spanish upon request. A proud partner of the American Job Center Network.”

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## ATTACHMENTS

1. Sole Source Form
2. Request for Quotes Form
3. Subrecipient and Contractor Determination Form
4. Cost Reasonableness Standards E & T
5. Certificate of Current Cost or Pricing Data
6. Cost Price Analysis Worksheet
7. Auto Mileage Reports
8. Authorization to Incur Vicinity Mileage
9. Blanket Authorization to Incur Travel Expense
10. Authorization to Incur Travel Expense
11. Advance for Travel Expense
12. Travel Reconciliation
13. Prior Approval of Membership Sponsorship
14. Cost Reimbursement Agreement/Contract Package

## **Purpose**

To establish in clear and detailed written form the plan, procedures, and delegation of duties to be used by CareerSource Citrus Levy Marion for the administrative requirements of the programs and activities administered by CareerSource Citrus Levy Marion.

This administrative plan reflects changes made in the 2 CFR Part 200 also known as the Super Circular. This plan details policy for procurement, monitoring & oversight, cost reasonableness, and fiscal management.

## PART 1: DEFINITIONS AND ABBREVIATIONS

### Definitions:

"Acquisition cost" means the cost of the asset including the cost to ready the asset for its intended use. Acquisition cost for equipment, for example, means the net invoice price of the equipment including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was purchased.

"Award or Agreement" means a contract, grant, subcontract, sub grant or other type of legal instrument.

"Awardee" means any one of the entities receiving a CareerSource Citrus Levy Marion award (e.g., contractors, grantees).

"Capital Assets & Expenditures" are for tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP.

"Commercially Available Off-The-Shelf Training Package" means a training package sold or traded to the general public in the course of normal business operations at prices based on established catalogue or market prices.

"Contract Management" means the process of administering a contract from the initial stages of deciding on the services needed, through the choosing of a provider of services, the negotiation of the actual contract documents, and the monitoring of the service until the contract ends.

"Cost-Reimbursement/Performance Contract" means a type of contract that pays for the actual costs of providing services reflected in a line-item budget that is included in the contract and payments conditional upon satisfactory performance set out in the contract. Cost-Reimbursement/Performance contracts are used when the sub recipient reimburses the provider for actual allowable costs of providing services rather than a predetermined rate per unit of services provided or specific goods.

"Emergency" is any acquisition made without regard to budgeted cost items or amounts when an imminent threat exists that would.

- 1) Affect the life and/or health of the employees, clients, or the public for which the corporation could be held liable.
- 2) Substantially impair the operations or performance of programs of the Corporation; or
- 3) Destroy corporate assets or records.

"Employment and Training Services" or "Services Delivery" means the acquisition of services to be provided to program customers.

"Equipment" means tangible personal property having a useful life of over one year and a per-unit acquisition cost which is equal to or exceeds \$5,000.

"Field Purchase Order" means a document authorizing a provider to deliver merchandise or services, to be rendered at a specified price. Upon acceptance by a provider, a field purchase order becomes a contract.

"Fixed-Price Contracts" means a type of contract that provides for a stated number of units of service, for which payment is made on a price per unit basis so that a determination of total contract price can be made.

"Intangible Goods/Property" shall be considered cost items such as insurance, bonding, and employee benefits.

"Line-Item Budget" means a method of cost presentation that presents the total cost of the proposed services in detailed cost categories such as salaries, benefits, and expenses. It is always used in a cost-reimbursement contract.

"Micro-purchase" means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. Micro-purchase procedures comprise a subset of a non-Federal entity's small purchase procedures. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

"Offerer" means an individual or organization who submits proposals or bids following distribution of a Request for Proposal (RFP) or a Request for Quotes (RFQ), or who otherwise is considered a potential provider during the selection of the goods and services being procured.

"Offerer's List" means a list of potential providers of the contractual services for which CareerSource Citrus Levy Marion may contract.

"Personal Services" are those rendered by an individual or an outside entity on a non-professional temporary, periodic or ongoing basis. Costs of labor and materials are included as specified by agreement. Examples include temporary help, janitorial services, pest control, routine prevention, and maintenance services etc.

"Procurement" means the process, which leads to any award of CareerSource Citrus Levy Marion funds.

"Professional Services" are those rendered by an individual or outside entity on behalf of the Corporation. Examples include legal, auditing, accounting, financial, consulting, etc., services.

"Provider" means an organization or individual providing contractual services in accordance with the terms of a contract.

"Purchase Order" means a document authorizing a provider to deliver merchandise or services, to be rendered at a specified price. Upon acceptance by a provider, a purchase order becomes a contract.

"Qualified Offerer or Responsible Offerer" means a person or organization who has submitted a bid or proposal that conforms in all material respects to the requirements specified in the procurement solicitation, which has the capability in all respects to perform fully the contract requirements, and has the integrity and reliability, which will assure good faith performance.

"Real Property, Land and Improvements" means land, land improvements, structures and appurtenances thereto acquired through purchase, lease, rent or otherwise excluding movable machinery and equipment. NOTE: CareerSource Citrus Levy Marion is prohibited from owning land or buildings. CareerSource Citrus Levy Marion is prohibited from making Leasehold Improvements using CareerSource Citrus Levy Marion funds, without prior approval by DEO.

"Request for Proposal (RFP)," means a bid instrument, which includes a statement of the services sought and all contractual terms and conditions as they apply to the procurement of contractual services. The RFP also contains a description and relative importance of the evaluation criteria, which will be used to evaluate the proposals. Evaluation criteria must include but are not limited to price. The RFP must specify that more than one provider may be selected.

"Request for Quotes (RFQ's)" means the bid instrument used for selecting a provider (or providers) of contractual services when the value is equal to or exceeds small purchase thresholds and the sub recipient intends to enter into a fixed price contract and select the qualified responsible bidder primarily on the basis of price.

"Service Provider" means a public agency, private not-for-profit organization, or private for-profit entity that delivers educational, training, employment, or supportive services to CareerSource Citrus Levy Marion participants.

"Supplies" means all tangible personal property where the acquisition cost is less than \$5,000.

**Abbreviations:**

CEO	Chief Executive Officer
EVP	Executive Vice President

DF	Director of Finance
DH	Department Head
DO	Director of Operations
R&EA	Research and Executive Assistant
RFQ	Request for Quotes
DEO	Department of Economic Opportunity
RFP	Request for Proposal
CSCLM	CareerSource Citrus Levy Marion
ITN	Invitation to Negotiate
RMLO	



## **PART 2: Code of Conduct and Ethics**

- A. CareerSource Citrus Levy Marion Officers, Members, Employees or Agents shall not solicit nor accept favors or anything of monetary value in excess of \$25.00 from each other or from subrecipients/contractors or potential subrecipients/contractors. Violations of this standard will result in disciplinary actions being taken. Appropriate disciplinary actions will be determined by a specially constituted committee of CareerSource Citrus Levy Marion whose members will be devoid of any conflict of interest related to the party or parties involved.
- B. Any Subrecipient or CareerSource Citrus Levy Marion Officer, Member, Employee or Agent that develops or drafts specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Further, Persons, Organizations, and Employers of such Officers, Members, Employees or Agents shall be excluded from competing for such procurements when a conflict-of-interest situation would be created by such competition.
- C. No CareerSource Citrus Levy Marion Officer, Member, Employee or Agent shall participate in the selection, award, or administration of a contract where, to his knowledge, he or his immediate family, partners, or organizations in which he or his immediate family has a financial interest, or with whom he is negotiating or has any arrangement concerning prospective employment.
- D. No CareerSource Citrus Levy Marion Officer or Member shall discuss or vote on a proposal(s) that is in competition with a proposal submitted by any party with whom the member, or his immediate family, has business, organizational or family ties.
- E. Arm's length relationships will be maintained between subrecipients/contractors and CareerSource Citrus Levy Marion Officers, Members, Employees or Agents in the award and administration of contracts.
- F. Meetings of the CareerSource Citrus Levy Marion, its committees, and between members, will comply with the Florida Government in the Sunshine Act, Florida Statutes, Section 286.011.
- G. CareerSource Citrus Levy Marion Officers, Members and Employees shall maintain on file at the CareerSource Citrus Levy Marion Administrative Office, at all times, a current Conflict of Interest Disclosure Form on which they will certify abidance with the standards of this Code, with a signed copy of this Code of Conduct and Ethics attached.
- H. Upon discovery of an actual or potential conflict of interest, a CareerSource Citrus Levy Marion Officer, Member, Employee or Agent shall promptly file a written statement of disqualification and shall withdraw from further participation in the transaction involved. The Officer, Member, Employee or Agent may apply at the same time to CareerSource Citrus Levy Marion Legal Counsel for an advisory opinion as to what further participation, if any, the Officer, Member, Employee or Agent may have in the transaction.
- I. No Employee shall:
  - 1. Accept any direct or indirect financial benefit from any source other than the CareerSource Citrus Levy Marion as a result of the performance of official duties.

2. Accept any position, whether compensated or uncompensated, which will impair independence of judgment in the exercise of official duties.
3. Accept any position or engage in any business that will require disclosure of information that could provide a competitive advantage to one party over another in procurement matters.
4. Improperly disclose information acquired in the performance of official duties that could result in personal gain or provide a party a competitive advantage over another party in procurement matters.
5. Use or attempt to use official position to secure unwarranted privileges or exemptions personally or on behalf of others or give the appearance of such action.
6. By conduct, give reasonable basis for the impression that any person or organization can improperly influence the performance of official duties.
7. Pursue a course of conduct, which will raise suspicion among citizens, that acts engaged in are in violation of public trust.
8. Pursue a course of conduct, which will give rise to a violation of conflict-of-interest standards.
9. Take part in any prohibited political activities.
10. Take part in any religious or anti-religious activity in the discharge of official responsibilities.
11. Promote or oppose unionization in the discharge of official duties.
12. Participate in any effort to violate any other applicable Federal, State and Local Laws and Regulations.

Violations of any provision of this Code may be cause for immediate dismissal or other disciplinary actions provided for under the CareerSource Citrus Levy Marion's Personnel Rules and Policies.

## **PART 3: PROCUREMENT POLICIES AND PROCEDURES**

### **A. General Policy** - It shall be CareerSource Citrus Levy Marion's general policy that:

1. All procurement transactions will be conducted in a manner that provides for full and open competition, unless it is determined, as provided for herein, that non-competitive, sole source selection or an emergency situation would be the only effective way to provide the goods or services sought.
2. The standards contained in 2 Code of Federal Regulations (CFR) Part 200, known as the "Super Circular" may be relied on in the conduct of procurement activities.
3. Members and staff will avoid personal and organizational conflicts of interest, real or apparent, in procurement matters.
4. Members and staff will conduct themselves in accordance with CareerSource Citrus Levy Marion Code of Conduct and Ethics in procurement matters.
5. All procurement must be properly documented through purchase orders, contracts, leases, petty cash receipts, or other means dependent on the type of procurement being transacted and its objectives.
6. All procurement must be readily identifiable and traceable in the accounting records such that a clear audit trail between benefiting accounts is established.
7. Small, handicapped, minority and female-owned businesses will be utilized to the greatest extent possible when procuring goods and services.
8. A review of proposed procurements will be made to avoid purchase of unnecessary or duplicative items.

### **B. General Policy on Competition**

1. All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards contained in this Policy in order to fulfill the following objectives:
  - a) To assure that prices paid are reasonable.
  - b) To target open access and entry.
  - c) To encourage innovation and quality.
  - d) To support integrity and independence in selection.
2. Some of the situations considered to be restrictive of competition include but are not limited to:

- a) Placing unreasonable requirements on firms in order for them to qualify to do business.
- b) Requiring unnecessary experience and excessive bonding.
- c) Non-competitive pricing practices between firms or affiliated companies.
- d) Noncompetitive contracts to consultants that are on retainer contracts.
- e) Organizational conflicts of interest.
- f) Specifying only "brand name" products instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement; and
- g) Any arbitrary action in the procurement process.

**C. Need for services/goods defined:** When a CareerSource Citrus Levy Marion staff member determines there is need for goods or services, that member will submit a written requisition explaining the nature of the goods or services sought, and, if known, an estimated single item price. A description of the goods or services should provide enough detail for procurement actions to begin. Quotes (per 2c below-Solicitation Requirements) or a Proprietary/Sole Source form if quotes are unattainable need to be attached to the written requisition and must be approved by one of the following authorized positions: CEO or EVP. The authorizing staff member will ensure that the items have been budgeted for and funds are available. Once authorization has been given, the staff member will forward the above to Finance to cut and record a purchase order in the Accounting System.

**D. Handicapped, Minority and Female Business Solicitations -** CareerSource Citrus Levy Marion is committed to involving handicapped, minority and female owned businesses in its procurement processes. To that extent, it is CareerSource Citrus Levy Marion's policy to solicit quotes, RFP responses or bids from an equal number of handicapped, minority, female, and non-minority firms.

The State of Florida's minority business guide, available in the R&EA's office and, online at:

[https://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd/get\\_certified](https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/get_certified) will be used to determine firms eligible for minority or female solicitation.

In developing its solicitation process, the first solicitation priority with respect to handicapped, minority and female firms shall be those local (within the ~~Region~~ workforce area), and, if the minimum solicitation requirements are not met through this process, then statewide will be used.

## **E. Procurement Methods and Procedures**

1. **Purchases from State Contracts** - CareerSource Citrus Levy Marion is authorized to make necessary purchases from State Contracts as deemed appropriate.

2. **Procurement by micro-purchases.** Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$10,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, CareerSource CLM will make every effort to distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the price is considered to be reasonable.

3. **Small Purchase Procedures (informal)** - Are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold (currently \$250,000). The aggregate item cost is the total cost for the number of identical single items procured. A single item must be able to operate or function without any additional single items. (For instance, a computer keyboard, monitor, and hard disk are not individual single items. They comprise one single item, as does the purchase of multiple computers comprise one single purchase). If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

4. **Procurement by sealed bids (formal advertising).** Procurement method for securing services, supplies, or other property that is more than the Simplified Acquisition Threshold (currently \$250,000) or for lower amounts as deemed appropriate. Bids are publicly solicited, and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

a) In order for sealed bidding to be feasible, the following conditions should be present:

- i) A complete, adequate, and realistic specification or purchase description is available.
- ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally based on price.

b) If sealed bids are used, the following requirements apply:

- i) The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids.

- ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond.
- iii) All bids will be publicly opened at the time and place prescribed in the invitation for bids.
- iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder.
- v) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- vi) Any or all bids may be rejected if there is a sound documented reason.

## **5. Procurement by competitive proposals.**

The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- a) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical.
  - i. Advertisements, website notices, and notices to interested parties will be used.
  - ii. The request for proposal or invitation to negotiate documents will include all evaluation criteria and the weight of each.
  - iii. Proposals will be reviewed by staff, following formal evaluation criteria, with the ultimate decision being made by the board.
- b) Proposals must be solicited from an adequate number of qualified sources.
- c) CareerSource CLM will develop a written method for conducting technical evaluations of the proposals received and for selecting recipients.

Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered

## **6. Procurement by noncompetitive proposals/Sole Source Procurement**

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- a) The item is available only from a single source.
- b) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
- c) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- d) After solicitation of a number of sources, competition is determined inadequate.
  - i. Purchases under the sole source provision will not be made without completely documenting the reasons for the non-competitive procurement/sole source and approval of the CEO or EVP, prior to procurement action. This will be accomplished using the Certification As To Proprietary and Sole Source Purchases form (See Attachment 1).
  - ii. In providing the above certification one of two elements must be established: (1) only one brand of goods or kind of services will properly fulfill the intended need, or (2) it is obtainable (practically) from only one source.
  - iii. Emergency Purchasing Authority - There may arise from time to time an emergency, which may require action to prevent the disruption of essential services, the resolution of a dangerous situation, or a situation, which arose out of totally unforeseen circumstances. When such an emergency exists, the CEO or EVP is empowered to procure such goods or services, as necessary, to resolve the emergency, without regard to cost. Except that, to the best of his/her ability, the CEO or EVP will attempt, situation permitting, to receive verbal quotes on the procured goods or services.

The CEO or EVP will detail the circumstances of the emergency, the actions taken to procure a solution and the ultimate disposition, in writing, for attachment to the Purchase Order. Such information, on items where more than \$250,000 is spent, will be presented to the Executive Committee at its next scheduled meeting for approval/sanction. The Executive Committee may provide additional guidance to the CEO on this matter.

**7. Prior-Approval of Items costing more than \$5,000.**

CareerSource Citrus Levy Marion will obtain prior approval to purchase any equipment and other capital expenditure cost items. The Department of Economic Opportunity Prior Approval Request Form will be completed and submitted following the appropriate method of procurement

**Solicitation Requirements**

<u>Estimated Cost</u>	<u>Type of Inquiry</u>	<u>Minimum # Solicited</u> <u>regular/minority</u>
Micro Purchases up to \$10,000	Determine if Reasonable	N/A

Small Purchases \$10,000-\$250,000	Written quote/Published Price	3/2
\$250,000.01 - above	Formal Written Bids (RFQ/RFP Sealed Bids)	3/3

\* NOTE: In the event that there are no Minority Business Contractors from which to receive quotes for the goods or services being procured, remember that **all procurement actions in excess of \$10,000.00 require a minimum of three (3) quotes or bids or a Sole Source/Proprietary Purchase justification on the appropriate form** to finalize the procurement or purchase. If purchasing through State Contract, this will be documented but is considered a competitive purchase as the DEO used a competitive process to determine the most advantageous contractor. Depending on the goods solicited, staff must also inquire whether goods may be leased and obtain applicable bids; and if leasing is an option, a determination must be made as to which action, purchasing or leasing, is more financially advantageous to CareerSource CLM.

## 8. Solicitation Procedures

- a) Telephone quotes may be used when the services or supplies desired are easily defined. Quotes must include date and vendor. All efforts should be made to contact different contractors rather than relying on repeat quotes from the same contractors.
- b) Published pricing may be used. These published prices may be found on internet sites, store shelves, or catalogs.
- c) Written quotes may be solicited using the written "Request for Quotes" (RFQ) form (See Attachment 2). Written quotes may also be obtained in writing on company letterhead. These quotes are informal in nature and may be received via fax, e-mail, or mail. The form will include the date/time of submittal requirement for the contractor. The Staff Member requesting quotes will complete the form. Written Quotes received on forms from contractors are acceptable as appropriate documentation when a quote to provide goods or services does not require an extensive or technical explanation.
- d) Sealed Bids will be used for any procurement that is formally advertised to secure goods or services where the estimated cost is above the Simplified Acquisition threshold. These bids will be due on a certain time and date, they will be time stamped upon receipt either electronically or via postal service. A time and date will be provided in the solicitation for opening of the bids. Any bids not received by the published date and time will be returned, unopened, to the proposer.

9. **Professional Services Selection** - Professional services are those services such as accounting (RFP), auditing (RFP) and legal services (Legal Notice RFQ only), where the quality of the services cannot be judged by price alone. Such services will be procured using a Request for Proposal Solicitation (RFP) or a Request for Quotes (RFQ), as indicated above. Invitation to Negotiate (ITN) may be used when decisions are not based solely on price, but overall quality of service and proposed value.



- a) RFP Solicitation - A detailed solicitation will be prepared by the appropriate staff person and submitted to the EVP or CEO for review and approval.
- b) The RFP will contain at least the following information:
  - i. A detailed description of the professional services sought, including any time frame requirements, special reporting requirements, or other explicit instructions or requirements.
  - ii. A statement of what specific professional qualifications are required by CareerSource Citrus Levy Marion. These may be experience-based or other special qualification requirements of importance to CareerSource Citrus Levy Marion.
  - iii. A format for the quote of rates, fees or charges associated with the services.
  - iv. Any specific areas that the respondent is required to address that will be the basis for the selection decision.
  - v. The rating criteria that will be used.
  - vi. The date and time responses are due.
- c) Proposal Review Process - All proposals that are received on or before the closing date and time specified in the RFP will be evaluated using the criteria contained in the RFP. All proposals received after that date and time will be returned to the responding party unopened.
- d) The staff member(s) preparing the RFP will review and rate all responses. This rating will be used to reduce the number of responses to a short list of no more than three.
- e) The list of ~~professionals~~-respondents will then be scheduled, at the option of the CEO or the CareerSource Citrus Levy Marion Board, for interviews. It is not required that interviews be given, if in the opinion of the CEO or the CareerSource Citrus Levy Marion Board the rating clearly establishes the most qualified professional to perform the work.

**10. Approving Authority** - For goods or services of less than \$25,000, the CEO is empowered to approve the selection. For all services in excess of \$25,000, the CareerSource Citrus Levy Marion Executive Committee will be the approving authority. Any contract for audit services will be reviewed and approved by the CareerSource Citrus Levy Marion Executive Committee, regardless of the value of the contract.

**11. Contracting for Services** - After obtaining approval of goods or services from a specific respondent, staff will enter into negotiations with the respondent. Such negotiations, the original RFP and the respondent's decision, as modified by the negotiations, will form the basis for the contract. In no instance will delivery of any goods or services be authorized to begin prior to the execution of a contract by all parties.

**12. Contract Signatures** - The CareerSource Citrus Levy Marion Board Chair and the CEO are authorized signatories for contracts. (The CEO is authorized by the CareerSource Citrus Levy Marion Board to sign contracts previously approved by the

Board, and non-financial agreements.) It is however customary that all contracts for amounts over \$250,000 will be signed by the Board Chair.

**13. Review and Approval Procedures:** Following receipt of the appropriate solicitation responses, informal purchases, as well as all purchase orders and contracts, shall be reviewed and approved as follows:

<u>Amount</u>	<u>Review Level</u>	<u>FPO/PO Approval/ Signature Level</u>
\$9,999.99 & under	DH	CEO, EVP
\$10,000 – \$250,000	DH	CEO, EVP
\$250,000.01 - above	CEO/EVP	Executive Committee/Board

NOTE: The Purchase Order will be used to document approval and must be accompanied by all information pertaining to the solicitation.

**14. Procurement of CareerSource Citrus Levy Marion Service Providers-** The selection of CareerSource Citrus Levy Marion service providers and training services is similar to but not identical to the professional services process. It uses the same RFP process described above.

- a) Development of the RFP/ITN
  - i. The staff will prepare draft outline(s) of the services or training needs for the Region. These needs will be presented to CareerSource Citrus Levy Marion Board, who review, amend, and approve the services or training needs outline.
  - ii. A complete Cost/Price Estimate must be completed prior to release of the RFP/ITN.
  - iii. Once the outline is approved, the staff will prepare a solicitation package that contains detailed RFP/ITN requirements for the training program(s) specified in the training outline. The full RFP/ITN solicitation will be presented to the Board for review and approval.
  - iv. Once the RFP/ITN is approved, the staff can advertise to solicit responses.
- b) Advertising/Notification of Interested Parties
  - i. If time permits the staff may, advertise for potential providers to establish a list of interested respondents to which an RFP/ITN would be sent. This procedure can be implemented in the same manner as a specific RFP/ITN solicitation. It would establish a list of "eligibles".

- ii. If such a list as mentioned above is not established, CareerSource Citrus Levy Marion will, or, in addition to the above list, CareerSource Citrus Levy Marion may, solicit responses to specific RFPs by advertising those RFPs on the [www.CareerSourceCLM.com](http://www.CareerSourceCLM.com) website and in local area newspapers for one day. Such advertisements will be followed by a period of at least one month (30 calendar days) during which respondents may develop their proposals. This thirty-day period may be waived/decreased by CareerSource Citrus Levy Marion in instances where such a time would cause a lack of services to meet an immediate need. One example of such a situation, but not meant to be limiting or all-inclusive, would be one involving a plant closing or layoff.
- c) Review of Responses
- i. Staff will be assigned by the CEO/EVP to review and rate the proposals in accordance with criteria established in the RFP/ITN. Those individual ratings will be averaged and combined into a Committee report that will be made available to the appropriate CareerSource Citrus Levy Marion Committee for their review and selection of service providers to be recommended to the CareerSource Citrus Levy Marion Board for final approval. A cost price analysis will be part of the staff review.
  - ii. The demonstrated effectiveness of providers will be reviewed in accordance with CareerSource Citrus Levy Marion policy and the RFP/ITN requirements.
- d) Risk Review: CareerSource CLM will review any proposed subrecipient or contractor using a risk-based approach and will consider items such as the following:
- i. Financial Stability.
  - ii. Quality of management systems and ability to meet management standards.
  - iii. History of performance.
  - iv. Reports and findings from audits.
  - v. Registration in SAM (subrecipients)
  - vi. Federal Awardee Performance and Integrity Information System
  - vii. Dun and Bradstreet "Do Not Pay"
- e) A Risk Review will be the first step of the process in an ITN process. The ITN process first establishes the lowest risk respondents prior to continuing with the procurement process.
- f) Approval of Service Provider and Training Services Proposals - All training services proposals, regardless of value, will be reviewed and approved by CareerSource Citrus Levy Marion. Upon approval, staff will be charged with

negotiation of the contract. The RFP/ITN and contract will contain a contractor/subrecipient certification in this regard.

- g) Contract Approval - Staff will negotiate a final contract with the selected provider(s) based upon concerns reported in their review, CareerSource Citrus Levy Marion Board concerns, or other relevant issues. Once an acceptable contract has been negotiated, staff will have the contract executed by the Contractor/subrecipient and then by the CareerSource Citrus Levy Marion Board Chairperson or the CEO/EVP. In no event shall contract services be authorized to begin prior to the execution by both parties of the full contract document.
- h) Failure to Negotiate
  - i. If staff determines that negotiations are at an impasse, they will advise the contractor/subrecipient and schedule an appeal before the Executive Committee. The staff will notify the contractor/subrecipient, in writing, of the impasse and the date of their appeal hearing. Staff will prepare a written report outlining the area(s) where they feel an impasse exists and the reason for the staff position. The contractor/subrecipient will have an opportunity to discuss its position during the appeal hearing.
  - ii. The hearing will be scheduled within ten workdays of the declaration of an impasse. The decision of the Executive Committee is final.

## **15. Appeal/Protest Procedures**

Appeals/Protests may be submitted for Formal Procurement only:

- a) Goods and Services - At the time of Formal Sealed Bid Opening (as advertised in the procurement documents) a tentative determination of the Apparent Low Bidder will be made and tentative selection of the Goods & Services provider(s) will be made. From that date/time of tentative selection of the apparent low bidder (bid opening), any bidder has 72 hours (3 business days) (unless otherwise specified in writing to all contractors at the time of Sealed bid opening) in which to file a written appeal/protest with the CEO.

At the Executive Committee meeting scheduled to review and approve the Staff Recommendations (date, time and location of meeting is included in the Procurement Package), any Appeal(s)/Protest(s) will be heard. The decision of the Executive Committee is final.

- b) CareerSource Citrus Levy Marion Training Services - The CareerSource Citrus Levy Marion Executive Committee meeting, at which staff recommendations are presented, (date, time and location of meeting is included in the RFP/ITN Package) appeals/protests may be submitted for Formal Procurements Only which will result

in the tentative selection of CareerSource Citrus Levy Marion Training Services Provider(s). That meeting date/time will be considered the date/time of official bid opening.

From that date/time, any bidder has 72 hours (three business days) in which to file a written appeal/protest with the CEO. At the scheduled meeting of the CareerSource Citrus Levy Marion Board in which final selection of Service Provider(s) is/are to be made (date, time and location of meeting is included in the RFP Package), the board will hear any appeal(s)/protest(s). The decision made by the CareerSource Citrus Levy Marion Board is final.

## **16. Documentation of Procurement Actions**

- a) All procurement actions will include documentation which will include the request for purchase, all telephone/written quotes received, in writing, from the appropriate number of firms, an emergency or sole source/proprietary purchase approval (if applicable), and a purchase order.

Reports received or other vendor related delivery documents will also be maintained to include a signature of the person receiving the goods or services. Copies of formal bid documents will also be made part of the procurement file. These will be held by the Finance Department.

- c) Contract Files will be maintained by the Assistant Director of Workforce Initiatives and, at a minimum, contain the following: Original Signed Contract, copy of all correspondence concerning the contract to include monitoring reports, copy of all contract modifications, and reference to location of copy of RFP and any RFP supporting documentation.
- d) RFP Procurement Files will be maintained by the Assistant Director of Workforce Initiatives, and at a minimum, will contain the following: Original RFP; Bidder's List; copy RFP distribution letters; copy of Cost/Price Analysis; copy of request for legal notice and copies of actual legal notices when received; original of each RFP proposal received; copies of all correspondence transmitted or received regarding the RFP; and reference to all applicable files filed elsewhere.
- e) Subrecipient and Contractor Determinations will be made on a case-by-case basis. This determination will be documented in writing and will be included in any procurement documentation. (See Attachment 3)

**17. Third Party Subcontracts:** No third-party subcontracts for provision of services will be allowed, unless specifically approved, in writing, by CareerSource Citrus Levy Marion.

**18. Cost/Price Analysis:** Cost Reasonableness Standards for Procurement of Employment and Training Services (See Attachment 4).

The Workforce Innovation and Opportunity Act and regulations require that CareerSource Citrus Levy Marion's costs be necessary and reasonable for the proper and efficient administration of grant programs. In accordance with 2 CFR 200.323, a cost or price analysis will be performed in connection with every procurement action, including contract modifications which affect the contract monetarily. Cost and price estimating is the process of determining, in advance, what the reasonable and fair asking price for goods and services should be. All costs will be reviewed for reasonableness.

- a) The method and degree of analysis depends upon the facts surrounding the particular procurement and pricing situation. At a minimum, CareerSource Citrus Levy Marion will perform an independent cost or price estimate before receiving bids or proposals (competitive procurements of a purchase in excess of \$250,000). All procurements, regardless of the dollar amount being spent must include an appropriate analysis of the reasonableness of costs and prices.
- b) CareerSource Citrus Levy Marion will do whatever analysis is appropriate to the particular procurement action. A price analysis alone is allowed under limited circumstances (such as when the reasonableness of price can be established based upon a comparison of catalogue prices or a comparison of prices from an adequate number of suppliers of a commercially available off-the-shelf product.). A price analysis is required whenever a cost analysis is done.
- c) An independent cost and/or price estimate will be performed for every procurement action whose costs exceed (or are expected to exceed) the \$250,000 aggregate threshold for small purchases. This is not required for purchases that fall below the \$250,000 aggregate level for small procurements.
- d) Cost and price estimates must be documented in writing and must be performed by someone who has no financial interest in the outcome of the procurement. CareerSource Citrus Levy Marion staff may use the Certificate of Current Cost Or Pricing Data Form (See Attachment 5) and the Cost/Price Analysis Worksheet Checklist (See Attachment 6) included in this policy to document such cost and/or price estimates having been done.
- e) Price Analysis: Refers to the Total Price without regard to the individual specifics involved in assembling total price.
- f) Cost Analysis: Refers to the Individual Elements that come together to make up the Total Price.

## **19. Types of Agreements and Usage**

Purchase Order - All Goods and Services.

- Purchase order requisition - Training Materials/Supplies and Budgeted Program Expenses \$2,500 limit.
- Formal Contract - CareerSource CLM Service Provider Contracts, Training Services and Professional Services.

**20. Contract Closeout:** Action to be taken after receipt of notice of termination of a contract (also reference CareerSource CLM local policy, FIN-07, Grant and Contract Closeout Procedures)

After receipt of the notice of termination, the subrecipient shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items and shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination, to the extent that they relate to the performance of any work terminated by the notice.

With respect to such canceled commitments, the subrecipient agrees to:

- a) Settle all outstanding liabilities and claims arising out of such cancellation of commitments or ratify all such settlements; and
- b) Assign to CareerSource Citrus Levy Marion in the manner, at the time and to the extent directed by CareerSource Citrus Levy Marion, all of the rights, titles, and interest of the subrecipients under the orders and contracts so terminated. CareerSource Citrus Levy Marion shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts.

**21. Payment:**

For cost reimbursement agreements (Attachment 14), payments will be made for expenditures incurred up to the date that termination notification has been received. CareerSource Citrus Levy Marion must receive the final request for cost reimbursement within thirty (30) days after the termination of the Contract.

**22. Contract Numbers**

All cost reimbursement contracts will be given a unique contract number using the following convention:

Program Year (PY) – Last two numbers of program year - Sequential Number

Contracts will be sequentially numbered as issued. Example: first cost reimbursement contract entered into by the CareerSource Citrus Levy Marion for Program Year 2020-2021 will be numbered PY20-01; the second would be PY20-02, etc.

**23. Contract Administration**

- a) Contract payments, documentation required, and how the subrecipient will be paid are addressed in each individual contract. Payments are for completed outcomes or for line

item, cost reimbursement charges. Advance payments to subrecipients may be allowed under the terms of certain contracts. Otherwise, advances will not be made.

- b) Contract modifications are allowed if approved by the CareerSource Citrus Levy Marion Executive Committee and/or Board.
- c) CareerSource Citrus Levy Marion does not allow a prime subrecipient to subcontract services without prior approval.
- d) Instructions to the services RFP calls for a submission from providers based upon a one-year period of performance. Contracts will be renewable for up to three times for a total period of four-years, based upon performance, and will be renegotiated annually. Subrecipients with unacceptable performance may not have their contract renewed.
- e) Financial contracts are renewable for up to four times for a total period of five years, upon performance, and will be renegotiated annually.



## **PART 4: Cost Reasonableness Standards for Procurement of Employment and Training Services**

A cost/price analysis shall be performed on each offer submitted under procurement for employment and training services unless the offer is tuition or catalog based or is the lowest price submitted under the procurement method. All costs will be reviewed for reasonableness.

Price analysis shall be performed when it is possible to compare total price of the offer;

- A. with a similar contract to determine price is fair and reasonable provided that the contract compared with has been determined to be reasonable, or
- B. with competing offers submitted under the same procurement.

Cost analysis shall be performed when competition is not the determinant of cost. Cost analysis is the analysis of each element of cost in the offer. Cost analysis may also be performed under competitive conditions to test reasonableness of all offers submitted. Such analysis may be performed on all cost elements or selected elements.

When cost analysis is used to determine reasonableness of cost, the standards found on the following pages will apply:

<u>Cost Element</u>	<u>Standard</u>
Salaries	Annual salaries generally do not exceed by more than 10% the higher of: <ul style="list-style-type: none"><li>1) CareerSource Citrus Levy Marion salary ranges for comparable positions; or</li><li>2) Statewide Region averages for comparable positions; or</li><li>3) Salary ranges established by State Institutions for comparable positions.</li></ul>
FICA	Rates established by law for regular FICA and the Medicare tax.
Unemployment	Comp Rates established by law.
Worker's Comp	Rates established by insurer.
Leave Accrual	Proposer's rates if established in written policy using CareerSource Citrus Levy Marion's rates as the reasonableness guide or CareerSource Citrus Levy Marion's rates.
Health/Life/Dental	Rates established by insurer.
Utilities & Phone	Historical experience in the area, utility/phone company estimates, CareerSource Citrus Levy Marion comparative costs.
Equipment Maintenance	Historical experience, maintenance agreement costs, vendor estimates, CareerSource Citrus Levy Marion comparative costs.
Space	Historical experience in the area

Cost Element	Standard
Facility Maintenance	Historical experience, maintenance agreement costs, vendor estimates, CareerSource Citrus Levy Marion comparative costs.
In Region Travel	Maximum Cost Reimbursement Rates
Mileage Rate	Refer to PART 7 of the Administrative Plan.
Total Miles	Refer to PART 7 of the Administrative Plan.
Meals	Refer to PART 7 of the Administrative Plan.
Out of Region Travel	Refer to PART 7 of the Administrative Plan.
Liability & Business Insurance	Insurer rates/premiums
Training Materials & Supplies	Historical experience, contractor quotes based on per participant usage. If contractor is also the offeror, offeror must demonstrate that prices proposed are competitive.
Tuition	Published, catalog rates.
Fees	Published cost reimbursement rates provided fees are not cost plus in nature.
Tools	Contractor quotes.
Equipment	Contractor quotes.
Work Experience Wages	As legally required by CareerSource Citrus Levy Marion.
Tryout Compensation	Employment Federal Minimum Wage or more.
Participant Support Services, Incentive Payments & Insurance	CareerSource Citrus Levy Marion's adopted policies.
CareerSource Citrus Levy Marion Audits	Contractor quotes.

Indirect Administration	Up to 10% dependent on availability of funds. Higher permitted as evidenced in a Negotiated Indirect Cost Rate Agreement (NICRA)
Profit	Up to a maximum of 10%

## **PART 5: RECORDS MANAGEMENT AND RETENTION PROCEDURES**

### **A. Management Information System**

LWDB 10 will participate in the Statewide Management Information Systems (MIS) to facilitate the uniform compilation and analysis of programmatic and financial data on Service Delivery and Subrecipient bases, necessary for reporting, monitoring, and evaluating purposes. MIS data will be entered on a daily or as needed basis to the system as required by each funding source.

Participation in the Statewide Management Information Systems will ensure that the CareerSource Citrus Levy Marion and all subrecipients shall maintain records adequate for the preparation of an Annual Report to the Governor, providing sufficient level of detail to describe activities conducted during the program year, characteristics of participants, and an assessment of the extent to which the activities exceeded or failed to meet relevant performance standards.

### **B. Reports Generated From MIS**

Quarterly programmatic and financial reports, utilizing Statewide MIS as well as in-house information, will be provided to the CareerSource Citrus Levy Marion Full Board. These reports will be used for reporting, monitoring, and evaluating the subrecipients and internal program management within the workforce area, providing guidance and assistance and corrective actions as required.

Statewide MIS will also provide information for reporting activities as required by CareerSource Florida Inc. and the Department of Economic Opportunity (DEO) for the Workforce Innovation and Opportunity Act, the Welfare Transition Program (TANF), Wagner Peyser, Veterans and any other programs managed within LWDB 10.

### **C. Financial Records Management**

CareerSource Citrus Levy Marion Finance Department and Subrecipients (where applicable) maintains detailed financial records related to the provision of services to participants and staff. Financial records consist of contractor files that include a copy of checks and appropriate backup, payroll records, journal entries, the books of account, financial statements, and cash management reporting records. Services for all Adult CareerSource CLM System participants are paid by the Finance Department and all supporting documents are on file in the Finance Department. Services for all Youth participants are paid by the youth subrecipient and supporting documents are on file.

Where applicable, the details for subrecipient expenditures to provide services are maintained in the office of the LWDB's sub recipients. These details are summarized and sent to the CareerSource Citrus Levy Marion Finance Department for reimbursement. The expenses of the subrecipients are accumulated along with CareerSource Citrus Levy Marion data into state and federally required reports. Subrecipient reports are reviewed for compliance with contractual requirements prior to their accumulation into reports. LWDB level and subrecipient level reports are analyzed for compliance with regulatory and policy financial requirements.

Detailed subrecipient accounting records are maintained and retained at the subrecipient level in accordance with contractual requirements related to financial and accounting procedures, records maintenance, and retention requirements. Periodic field monitoring tests of subrecipients' financial and accounting systems are conducted to ensure regulatory, policy, and contractual compliance, and to ensure that expenditures are traceable from source documents through summary reports.

## **D. Programmatic Participant Records Management**

All programmatic participant records, including participant master files, are maintained, and retained by CareerSource Citrus Levy Marion and the respective Service Provider. Records are managed in accordance with the Florida Statutes, Chapter 119, and General Records Schedule GS1-L for Local Government Agencies.

### **1. Confidentiality**

Program participant confidentiality is maintained in accordance with the following policy:

- a) Records will be maintained in a safe, secure, and locked filing system; this includes e-file systems.
- b) Medical, Supplemental Security Income (SSI) and disability-related information on applicants/participants are stored in a manner that ensures confidentiality and must be used only for the purposes of record keeping, reporting, and determining eligibility.
- c) Participants/applicants with medical, disability, or SSI information have two separate records/files: one program record and one medical record. All case notes, doctor forms, letters, etc. pertaining to medical information, disability, SSI are kept in the individual's medical record/e-file.
- d) Medical records are kept in a separate location from program records.
- e) Access to disability-related or medical information is limited on a need-to-know level.
- f) USDOL, DEO, and CareerSource Citrus Levy Marion staff/monitors responsible for program compliance issues will be provided information on request. Participant release forms must be signed by the participants and maintained with their medical record. This release form will state that the participant is aware and agrees to the release of their medical information.
- g) Any request for participant medical information from a source not listed above, or in cases where the file custodian is not sure of a specific request for information, he/she will report the request to his/her manager. The manager will coordinate the release of the information with management.
- h) Staff having access to medical information receives HIPPA training to insure comprehension and compliance with the law.
- i) Only persons having a need to consult or handle records will be authorized to access records. Other persons shall not be authorized to access records.
- j) Sign-out procedures will be used for checking records in and out including acknowledgment of responsibility for the records by the person checking them out.
- k) Officials will be restricted to gathering information on participants/applicants to the extent provided for by the disclosure of information statement.
- l) Officials will be allowed access to records as provided for in law, rule or official policy and information contained in records will be disclosed to properly authorized officials.
- m) Records will not be released to unauthorized or unofficial parties pursuant to AWI FG 02-033.

## **E. Retention of Records**

CareerSource Citrus Levy Marion and all subrecipients will retain all records pertinent to the receipt of funds including financial, statistical, property, participant, and supporting documentation as follows:

15. For five (5) years following submission of the final expenditure report for that funding period as required by the State of Florida policy or until all audits are complete and findings on all claims have been finally resolved, whichever is the longer period of time.
16. For five (5) years following final disposition of nonexpendable property.
17. If any litigation, audit, or claim remains unresolved at the expiration of the longest of the hereinabove stated periods, then the records will be retained until all outstanding issues have been resolved.
18. If a subrecipient will not be able to retain the necessary participant and financial records, they shall transfer such records to CareerSource CLM. Such records shall be transmitted for acceptance in an orderly fashion, with documents properly labeled and filed and in an acceptable condition for storage.
19. Additionally, subrecipients will ensure a copy of all documents generated on any participant is included in the Participant File/E-file maintained in the Automated Tracking Linking Archiving System (ATLAS), MIS, including but not limited to: Assessment records, counseling notes, MIS forms, etc.
20. Files that have been forwarded to an archiving/storage agency for retention will be shredded at the archive site at the appropriate time, A record of disposition will be kept on file by the Records Custodian or Records Management Liaison Officer (RMLO).

## **F. Rights of Inspection/Access**

CareerSource CLM may terminate any contracts without advance notice if the subrecipient fails or refuses to permit inspection of its books and records by duly authorized Federal, State and recipient's (CSCLM) representatives, or any person seeking inspection of the subrecipient's records pursuant to the Florida Public Records Law, Chapter 119, Florida Statutes.

CareerSource Citrus Levy Marion and their subrecipients will grant access to and the right to copy any books, accounts, records, correspondence, or other documents pertinent to each Contract that are in their possession, custody or control or their agents, assignees or subrecipients by the duly authorized Federal, State and Grantee representatives. This clause will be inserted into the contracts between CareerSource Citrus Levy Marion (Recipient) and all subrecipients. If the subrecipient has agreements with any other subrecipients, this clause will be inserted in their contracts.

CareerSource CLM will provide the subrecipient with appropriate notice of its intent to gain access to the subrecipient's records, except that CareerSource CLM reserves the right to access subrecipient's records on demand without notice.

## **G. CareerSource Citrus Levy Marion Records Depository**

All contractors, service providers and staff will file a copy of all documents generated on any participant in the Records Depository for inclusion in the Participant's Master e-File, which is

CareerSource CLM's Automated Tracking Linking Archiving System (ATLAS) management information system. All documents include but are not limited to Assessment records, counseling notes, MIS forms, employment plans, financial records, etc.

## **PART 6: LOCAL MONITORING, OVERSIGHT AND EVALUATION PROCEDURES**

Staff responsible for monitoring, oversight, and evaluation of CareerSource Citrus Levy Marion operations and subrecipients will be personnel as follows by function and component.

Function: Fiscal Monitoring  
Staff: DF - Subrecipient Reviews

Components: Accounting System, Financial Record keeping and Retention, Internal Controls, Cash Management, Transactions Testing, Property Management, Insurance, Bonding, Cost Allocation, Payroll, Participant Payments Systems, Support Services System, Purchasing, and OJT Reimbursement.

Function: Programmatic Monitoring  
Staff: DO – Subrecipient Reviews  
- Services provided by CareerSource CLM

Components: Outreach, Recruitment, Intake, Assessment, Eligibility, Participant Selection, Training Activities, Placement and Verification, Staff Qualifications, ADA, EEO and Affirmative Action, Grievances and Complaints, MIS and Participant Reports and Record-keeping.

Function: Evaluation  
Staff: DF  
DO

Components: Plan and Contractual Performance, Operating Systems, Corrective Action and Follow-up, Coordination.

Function: Internal Procurement Monitoring  
Staff: DF  
Components: CareerSource Citrus Levy Marion Procurement

Function: Subrecipient Procurement Monitoring  
Staff: DF  
Components: Subrecipient Procurement, Region and the Region's conflict of interest safeguards or quorums.

Function: Board Composition  
Staff: R&EA  
Components: Region and the Region's conflict of interest safeguards or quorums and the composition of the Board.



## **A. MONITORING**

1. Monitoring of CareerSource Citrus Levy Marion One Stop Services and any applicable subrecipients will be essentially continuous and on-going with reports produced at a minimum annually, or as needed. Additional reviews will be scheduled as performance dictates. Content of reports will be determined by the sequencing of activities monitored. Generally, monitoring during the first half of the year will be devoted to testing subrecipient's fiscal, operating, and programmatic systems.

Monitoring will generally test discrete fiscal and programmatic transactions for compliance, reasonableness, necessity, and correctness in high-risk prioritized activities. In addition, monitoring will be devoted to validating fiscal and programmatic data, quality aspects of training, effectiveness, along with additional testing in high-risk activities.

2. A written guide covering each function and component is used for monitoring. The guide is divided into component sections. Each component is broken down into discrete activities grouped categorically by those activities testing statutory, regulatory etc. matters and those testing contractual matters. Methodology, frequency, and sequence are delineated for each activity. Predetermined worksheets, checklists etc., are used to further guide testing and organization of results. The monitoring tools furnished by the Department of Economic Opportunity (DEO) will also be used to monitor activities.
3. Monitoring will occur on site or remotely on a regular basis, but not less than once annually. An initial monitoring visit to new subrecipients should be conducted within four months of the start date of the contract or before the end of the contract in cases where the duration of the contract is less than four months, and then annually after that.
4. Monitoring of program participant files will be conducted at least annually and a 10% file sample shall be pulled for each program. However, if there is an extremely large program, a smaller file sample will be derived as long as the total number of files reviewed is not below 2%.
5. Monitoring of Program Activities, which includes outreach, recruitment, intake, assessment, eligibility determination, training, and placement, will initially be performed by a third party monitor competitively procured by the LWDB. The monitoring firm will conduct monitoring as scheduled in the contracted firm's scope of work.
6. Fiscal Monitoring of CareerSource CLM and subrecipients is provided by an independent audit firm and the Department of Economic Opportunity. This monitoring will occur at least annually unless the level of risk dictates a higher level of oversight.
7. Monitoring of functional components will be sequenced and timed so that monitoring data builds on itself between functions for management purposes. All monitoring will be reduced to written reports. Format of reports will be Introduction, Overview of Quality Assurance Results, Findings, Other

Noncompliance Issues, Observations, Notables, and Required Action. Reports will be written by the third-party monitoring firm, coordinating findings and determinations with the Director of Operations and the Executive Vice President and other responsible staff as needed.

8. CareerSource Citrus Levy Marion will make every effort to transmit reports to subrecipients and appropriate staff within 30 working days following the visit for review and comment/response including proposed corrective action when required. Supporting documentation will be maintained in the monitoring files.
9. In the event that monitoring, and oversight activities disclose negative results, a corrective action plan will be recommended. In the first instance, technical assistance will be offered and provided as part of the corrective action. Additional instances of non-compliance will require more comprehensive technical assistance.
10. Corrective action plans must be developed by the subrecipients and CareerSource Citrus Levy Marion staff when programs are found to be out of compliance with the contractual agreement, or any governing regulations. The DF or the Assistant Director of Career Services will follow up to ensure that the corrective actions have been implemented, as stated, in a timely manner. Any corrections made will be reported to the appropriate Director or EVP. The DF or the Director of Operations will evaluate responses and corrective action plans and make a recommendation to the CEO and the EVP. A copy of all monitoring reports ~~with corrective action plans~~ will be brought to the Performance and Monitoring Committee for final review ~~and determination~~.
11. Should a subrecipient not agree with the final determinations made, the CEO will request that a meeting of the CareerSource Citrus Levy Marion's Executive Committee be convened to determine whether cause exists to go, or not go, forward with the final determinations. Any party not agreeing with the committee's decision may appeal using the appeals procedure described in the Debt Collection Section of this document.
12. The DF or the Director of Operations will follow-up on implementation of determination by CSCLM staff or the subrecipient during the next review, or as directed by the CEO and/or the EVP in a special review.

## **B. FRAUD, WASTE AND ABUSE DURING MONITORING**

Should waste, fraud, abuse or other serious noncompliance matters be detected at any point in the monitoring process, it will be reported immediately by the responsible staff person to the CEO, who will take appropriate and immediate action to correct the matter.

## **C. PERFORMANCE EVALUATION**

1. Performance will be evaluated by the Director of Operations as scheduled to ensure compliance with state and federal guidelines.

2. Program evaluation will consist of quarterly compliance reviews on all aspects of program performance. Reports will be forwarded to the CEO/EVP for the preliminary review. Upon completion of the CEO/EVP's review, the report will be placed on CareerSource Citrus Levy Marion's Performance and Monitoring Committee agenda for their review and acceptance and distributed to the appropriate individuals for a corrective action plan. Corrective action will be required in the event that monitoring and oversight activities disclose negative results. The actions may include, but are not limited to, technical assistance and guidance, De-obligation of funds, cancellation of contracts, counseling, or termination of program management staff for internally managed programs, and other steps.
3. Cumulative trends will also be used to develop a performance summary for the Performance and Monitoring Committee and Full Board on a quarterly basis. Quarterly reports to the Full Board based on Quarterly Performance will allow for the following options:
  - Special Reviews
  - Staff Counseling
  - DE obligation
  - Termination Warning Notice
  - Termination of Contract
4. The evaluative monitoring will address analysis of the CareerSource CLM staff or subrecipient's programs in terms of quality, outcomes, success rates, cost effectiveness, and value to the community. This will be accomplished through the compilation of detailed monthly reports, special audits, and reviews.
5. Subrecipients and CareerSource CLM staff must achieve program quality and outcomes that meet the objectives of the funding sources and the CareerSource CLM Board. Corrective action will be required in the event that monitoring and oversight activities disclose negative results, or if the subrecipient or internal management staff is determined to be out of compliance with the contractual agreement or the regulations. The actions may include, but are not limited to:
  - Technical assistance and guidance
  - Staff counseling or termination
  - DE obligation of funds
  - Cancellation of contracts

**D. SUBRECIPIENT CONTRACTS (not in compliance)**

The procedures for the DE obligation of funds and cancellation of contracts that are not in compliance are specified as follows in the contract with each provider:

1. In accordance with 2 CFR Part 200. 207 and 338, CareerSource Citrus Levy Marion will provide for sanctions and penalties as may be appropriate for any administrative, contractual, or legal remedies in instances where subrecipients violate or breach contract terms.

2. Termination for Breach – CareerSource Citrus Levy Marion may terminate the Contract for any breach of the contract terms, non-performance, or failure to achieve performance goals, upon no less than thirty (30) day notice in writing to Contractor. Waiver of any breach in a provision of the Contract shall not be deemed a waiver of any other or subsequent breach and shall not be construed as a modification of the terms of the Contract.

In the event of termination pursuant to this paragraph, subrecipient shall be compensated only for work satisfactorily completed prior to notification of termination, less any damages incurred because of breach or non-performance. This provision does not limit CareerSource Citrus Levy Marion’s right to remedies at law or in equity.

3. Remedies for Breach – In the event of a breach by subrecipient of any of the terms or conditions of the Contract, CareerSource Citrus Levy Marion may elect one or more of the following remedies:

- a) Requiring a written report of corrective action within a specified time frame.
- b) Withholding payment.
- c) Formal Audit of funds spent to date.
- d) Removal from CareerSource Citrus Levy Marion’ Bidder List.
- e) Disallowing claims, payments, or costs.
- f) DE obligating contract funds.
- g) Legal actions to recoup unspent funds.
- h) Increasing monitoring of program operations.
- i) Suspending or terminating the Contract.
- j) Legal actions as warranted.

#### **E. MISSPENT AND/OR MISUSED FUNDS**

Should the subrecipient or its contractor, if any, misspend or misuse Contract funds, the subrecipient, upon such finding and determination shall be held liable for the repayment of such amounts determined to have been misspent or unallowable due to willful disregard of the requirements of the Contract, gross negligence, or failure to observe accepted standards of administration.

Misspent or misused funds shall be explicitly understood by the subrecipient to include expended costs, budgeted or otherwise, which are determined through audit or otherwise to be unreasonable, unnecessary, or disallowed. Repayment of misspent funds shall be from sources other than those provided under the Contract, notwithstanding any other provisions of the Grantee’s Debt Collection Procedure.

#### **F. USE OF ELECTRONIC SIGNATURES**

An electronic signature is an online equivalent of a handwritten signature. It electronically identifies and authenticates an individual verifying or signing certain documents. The acceptance of scanned and/or electronic signatures has been approved for use within LWDB 10. Electronic signatures

(which are password protected) are considered originally signed signatures, and as such, may be used on documents processed within CareerSource Citrus Levy Marion.

## **G. CAREERSOURCE CITRUS LEVY MARION BOARD**

CareerSource Citrus Levy Marion's Board membership is internally monitored by the Chief Executive Officer along with the Research and Executive Assistant. Together they advise the Board and Consortium whenever a seat on the Board is vacated. Criteria for filling vacated seats are contained in the Interlocal Agreement. External monitoring of Board membership is conducted annually by the CareerSource Citrus Levy Marion's independent audit firm and the Department of Economic Opportunity.

LWDB conflict of interest will be monitored as follows:

- New members, as well as receiving an orientation as needed, are provided a copy of the CareerSource Citrus Levy Marion's by-Laws, which contain a conflict-of-interest provision.
- At each CareerSource Citrus Levy Marion's committee and board meetings, members will be reminded of the conflict-of-interest provisions at the beginning of the meeting. Conflicts as they are declared will be recorded in the meeting's minutes.

Each new member on appointment and all members annually will be required to file a Disclosure of Potential Conflicts and Certification/Code of Conduct/Ethics Form (ADM-2 policy). Members not completing a conflict-of-interest form will not be allowed to vote on any matters.

## **H. SELECTION OF CAREERSOURCE CITRUS LEVY MARION STAFF**

Procedures governing the selection of CareerSource Citrus Levy Marion staff are specified in CareerSource Citrus Levy Marion Personnel Rules and Policies. Supplemental procedures govern the internal processing of applications etc. inclusive of procedures for acting affirmatively in the recruitment, selection and promotion of qualified minority candidates. All steps of the selection process require documentation, which is maintained on file for review. Separation of functions and required documentation of the process makes it an essentially self-monitoring process. The DF and Human Resources staff internally monitors the process with external monitoring provided by the CareerSource Citrus Levy Marion's independent audit firm.

## **I. SARBANES-OXLEY ACT OF 2002**

CareerSource Citrus Levy Marion's Code of Ethics and Conduct requires directors, officers, and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities and comply with all applicable laws and regulations. CareerSource Citrus Levy Marion will comply with the following requirements of the Sarbanes-Oxley Act of 2002:

- It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC).

- It is the responsibility of all directors, officers, and employees to comply with the Code and to report violations or suspected violations in accordance with this Whistleblower Policy. No director, officer, or employee who in good faith reports a violation of the Code shall suffer harassment, retaliation, or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the Organization prior to seeking resolution outside the Organization.
- CareerSource Citrus Levy Marion has an open-door policy for employees to share their questions, concerns, suggestions, or complaints with someone who can address them properly. If an employee is not comfortable in sharing this with their supervisor, they can speak with anyone in management who they are comfortable with approaching. Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation.
- Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.
- It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).  
**Note:** Also, see CareerSource CLM's policy ADM-18, Whistleblower Policy.

# PART 7: FISCAL MANAGEMENT PROCEDURES (Sections I through XVII)

## SECTION I - CHART OF ACCOUNTS

### PURPOSE

To provide a description of the account code structure.

### GENERAL

The Account Code Structure has been designed to provide a means for responsibility reporting on a grant or fund, program, and functional activity basis. It serves as the basic guide for budgeting grant funds, classifying expenditures, and monitoring operational results in relation to a budget. The coding structure provides the flexibility needed to adjust to possible future changes in grants or funds, programs, functional and line-item activity.

### PROCEDURE

The Director of Finance will be responsible for the design and maintenance of the chart of accounts including any additions or deletions to the account code structure. A report listing all account code classifications can be accessed through the accounting software program.

### ACCOUNT CODE STRUCTURE

The account code structure is demonstrated in the diagram below. The various coding elements are described in the paragraphs that follow:

Grant/Fund Code-----XX  
Detailed Account Code-----XXXX  
Functional Classification-----XXXXX  
Contract/Cost Pool-----XXXXX  
County-----XXXXX

Grant/Fund Code: Two digits, which identify the grant or other fund to which, the transactions relate.

Detailed Account Codes: Four digits that identify the specific line-item account.

Functional Classification: Two digits that identify the program activity.

Contract/Cost Pool Classification: Five digits that identify the contract or cost pool.

County Classification: One digit that identifies the county.

Special Code: Up to twelve digits identify grant year or participant.

## SECTION II - BOOKS OF ACCOUNT - GENERAL

### PURPOSE

To describe the Books of Account and to outline the concepts and procedures observed in their use.

### GENERAL

The Books of Account are the vital financial records of CareerSource Citrus Levy Marion. Coupled with adequately documented source data upon which the accounting entries are based, these books constitute a very important part of CareerSource Citrus Levy Marion's organizational framework.

### PROCEDURE

The Director of Finance will be responsible for the design and maintenance of all books of account.

Books of Account can be classified into these general categories:

1. Books of Original Entry- Journals into which classified transactions are first recorded are referred to as the books of original entry. The CareerSource Citrus Levy Marion's books of original entry required to conduct the accounting procedures are:
  - a. Cash Receipts Journal - To record all transactions related to the receipt of cash.
  - b. Cash Disbursements Journal- To record all transactions related to the disbursement of cash.
  - c. Payroll Journal- To record all salaries and fringe benefits in the accounting records.
  - d. General Journal- To record the journal vouchers prepared each month.

These journals are sub ledgers, which are part of a complete automated general ledger accounting system. When information is entered into the system through these journals, the system posts the data from each journal transaction to the general ledger and sub ledger accounts.

2. General Ledger- This ledger is the summary record of all financial transactions. The data, which was first entered in the books of original entry, is automatically posted into the General Ledger. The General Ledger contains the control accounts and is the primary source of information for preparation of the financial reports.
3. Subsidiary Account Ledgers- These ledgers contain detailed information in support of the summarized totals found in the various General Ledger control accounts. The following is a list of the subsidiary account ledgers set up for the CareerSource Citrus Levy Marion's accounting system along with a brief description of their content.

### CONTROL ACCOUNT

### SUBSIDIARY LEDGER

### DESCRIPTION

Cash

Bank Reconciliation

A reconciliation of cash balance per the



books and the bank statements with detailed schedules of reconciling items (i.e. outstanding checks, deposits, etc.).

Prepaid Item	Prepaid Items amortizations schedule	A schedule of each prepaid item showing the amount prepaid, the amount amortized each month, and the remaining prepaid (unamortized) balance.
Fixed Assets	Detailed Property records	A file of nonexpendable personal property will be maintained. Periodic checks will be made to the General Ledger.
Payables	Trial Balance	A detailed list of the amounts payable at accounts payable the end of each quarter showing the name of the creditor and the account numbers to which it will be charged and paid.
Payroll Journal	Payroll Master File	These reports include employee earnings report, deductions, check register.

## **SECTION III - BUDGETS**

### **PURPOSE**

To outline the concepts and procedures to be followed in budget procedures from original budget request preparation through final Board approval.

### **GENERAL**

CareerSource Citrus Levy Marion's budget is the financial expression of the plan developed through execution of a detailed planning cycle. It involves the participation of staff personnel, CareerSource Citrus Levy Marion board members, and other interested individuals.

A properly prepared budget, which precisely communicates CareerSource Citrus Levy Marion's plans (in financial terms), is an essential management tool for:

1. Requesting funds
2. Evaluation of proposed programs
3. Approval of funding
4. Operation of programs
5. Evaluation of operational results

### **PROCEDURE**

When preliminary allocations of funding are determined for CareerSource Citrus Levy Marion's fiscal year operations, a budget, which identifies the components within the various cost categories is developed by the Director of Finance and forwarded to the Chief Executive Officer/Executive Vice President.

### **BUDGET PREPARATION**

Budgets will be prepared by the Director of Finance who will be responsible for successful performance of all the budgeted activities. As activities are assigned, the following will occur:

1. The Director of Finance will complete a budget.
2. In preparing the budget, the Director of Finance will be responsible for:
  - a. coordination of budget preparation within the organization.
  - b. preparation of historical data and other special analyses that will assist with the preparation of a meaningful budget.
  - c. itemizing budgets as set forth in the chart of accounts.
  - d. submitting the budget to the Chief Executive Officer/Chief Operating Officer for staff level approval.

## **BUDGET CONFERENCE REVIEW**

The Chief Executive Officer/Executive Vice President will be responsible for reviewing budgets and will:

1. Coordinate a conference review with the Director of Finance and other appropriate management personnel regarding the proposed budgets and design the final draft budget.
2. Review the budgets to assure the reasonableness and consistency with the overall plan.
3. Review all budgeted line items to ensure compliance with the funding source.
4. Present the final budget for the Board's approval.
5. Submit final approved budget to Director of Finance for implementation.

## **RECORDING BUDGETS/BUDGETARY REPORTING**

The Director of Finance will:

1. Implement budgets into the accounting system in order to control expenditures within the authorized limits.
2. Consolidate all budgets and plans in order to prepare required funding source budget forms for funding source approval.
3. Furnish timely reports so that the CareerSource Citrus Levy Marion Board and Chief Executive Officer/Executive Vice President may monitor programs and activities for expenditures versus planned.
4. Maintain a file for all approved budgets.

## **BUDGET MODIFICATIONS**

Minor budget modifications changing budgeted line items within an activity will be prepared by the Director of Finance, who shall:

1. Submit the budget modification with an explanation for the budget change to the Chief Executive Officer/Executive Vice President who shall be authorized to approve line-item budget transfers.
2. Budget modifications needed as a result of changes in total budgeted program activities or changes resulting from actions issued by the funding source will be prepared and the concepts of the budgeting process above will be followed.
3. Section 1 & 2 above are subject to restrictions issued by the funding source.

## **SECTION IV - CASH RECEIPTS**

### **PURPOSE**

To establish the concepts and procedure to be followed in processing cash receipts transactions.

### **GENERAL**

The cash receipts process includes depositing funds received/electronic receipts and recording the transactions.

### **PROCEDURE**

All cash and checks will be immediately opened by the Bookkeeper. The deposit items will be immediately forwarded to the Accountant.

1. The Accountant will prepare the bank deposit slip in duplicate. The deposit slip will include the receipt number, the source, account number, and the amount of each receipt.
2. All checks will be endorsed as follows:  
Credit to the Account of Citrus Levy Marion Regional Workforce Development Board, Inc.
3. The Bookkeeper will make the deposit to the bank.
4. All documentation for all receipts with the deposit/electronic receipt will be forwarded to the Accountant in the Cash Receipt Journal.
5. The Accountant will maintain file for deposit/electronic receipt and supporting documentation.

## **SECTION V - PROGRAM INCOME**

### **PURPOSE**

To describe specific procedures to report program income and disbursements thereof on program funds.

### **GENERAL**

Program income is defined as income generated by a program activity or earned as a result of the program. Program Income includes:

1. Income from fees for services performed and hosted conferences.
2. Income from the use or rental of property acquired with program funds.
3. Income from product sales fabricated under the grant.
4. Income from sale of property.
5. Revenue earned under fixed price or reimbursement award that are in excess of actual costs incurred for providing the services; and
6. Interest income earned on advances of program funds. As per Uniform Guidance section 200.305(9) \$500.00 of Interest income may be retained for administration.

Program income shall be expended before program funds and must be expended prior to the submission of the final report for a funding period.

### **PROCEDURE**

Receipt and disbursement of program income will follow the same procedures as program funds.

Program Income will be reported based on funding source requirements. Separate G/L accounts will be used to account for program income revenues.

### **REPORTING**

Program Income will be reported to the appropriate funding source in compliance with the instructions providing by the applicable funding source.

## **SECTION VI - CASH DISBURSEMENTS**

### **PURPOSE**

To establish the concepts and procedures to be followed to process cash disbursement transactions.

### **GENERAL**

The cash disbursements process includes processing invoices for payment, preparing checks, and recording the transactions.

### **PROCEDURE**

The following sequence of activities takes place in processing transactions related to disbursements from the general operating checking account:

1. All original vendor invoices will be immediately forwarded to the Bookkeeper.
2. The Senior Bookkeeper and/or Accounting Clerk will:
  - a) *Match and check all invoices against the authorized purchasing document or contractual agreements ensuring that all terms of the agreements are met.*
  - b) The Accounting Clerk will prepare the accounts payable journal voucher.

### **CHECK PREPARATION AND PRINTING**

1. The Accounting Clerk will enter the invoices for payment into the accounting program from the accounts payable journal voucher.
2. The Senior Bookkeeper will:
  - c) Review the data entry process, computations, GL account distributions, documentations, and sign off on ap batch.
  - d) Accountant post accounts payable batch to the general ledger after the Director of Finance approves for payment.
  - e) Accountant prints accounts payable report.
  - f) Accountant will print the checks in accordance with the accounting software procedure.
  - g) Senior Bookkeeper post checks to the general ledger.
  - h) Senior Bookkeeper will print the Check register and upload to the bank.

## **ASSEMBLING CHECKS**

### **The Accounting Clerk will:**

1. Attach the checks to the supporting documentation.
2. Forward the checks and supporting documentation to the Chief Executive Officer or Executive Vice President for approval.

### **The Chief Executive Officer or Chief Operating Officer will:**

1. Review check request to ensure expenditure is justified.
2. Initial the check copy/journal voucher signifying approval.
3. Sign and return the checks and documentation to the Accounting Clerk.

All checks shall be signed by either the Chief Executive Officer or Executive Vice President.

### **The Accounting Clerk will:**

1. Conduct a final quality review of accounts payable vouchers and signed checks to ensure all checks are properly authorized prior to mailing.
2. Mail check with duplicate invoice or any other payment reference attributable to payment.
3. File duplicate check alphabetically with all supporting documentation. If documentation is not attached to the check duplicate, it will be clearly referenced as to where the documentation can be located.

In **NO** event will a check be:

1. Prepared unless the procedures as outlined in this Plan are followed.
2. Prepared from monthly statements.
3. Used other than in numerical order.
4. Prepared or signed in advance.
5. Made out to cash, bearer, petty cash, etc.
6. Prepared on verbal authorization.

## **MANUAL CHECKS**

1. Manual checks will only be issued under the direction of the Director of Finance and Chief Executive Officer/ Executive Vice President.
2. All manual checks will have supporting documentation and will be prepared using the procedures as outlined in this Plan.

3. When issuing manual checks the Accountant will:
  - a) Type triplicate check with payment information.
  - b) Enter checks into computer system in accordance with the accounting software.
  - c) Follow other instructions for check processing as outlined in this Plan.

### **VOIDED CHECKS**

1. Voided checks will have "VOID" boldly written in ink across the face of the check.
2. The signature portion of the original check will be perforated or cut out.
3. The original will be filed with triplicate and forwarded to Director of Finance for month end to be used in the monthly bank reconciliation.
4. Vendor checks that need to be voided will be entered into the accounting system.
5. Blank checks that need to be voided will be maintained in the voided check file; however, they do not need to be entered into the accounting system.

### **CUSTOMER DEBIT CARDS**

1. The Senior Bookkeeper will review, verify, and process customer support payments.
2. The Senior Bookkeeper will load the debit cards through the Global Cash Card system.
  - a) New customer cards are requested by Career Consultants through Gazelle Purchase Order system.
  - b) Cards are mailed directly to customers. Customer confirms card receipt.
  - c) Funding requests are submitted through Gazelle for approval.
  - d) Once approved, funding is added through the Global Cash Card system.
  - e) Journal entries are made in the accounting system by Senior Bookkeeper
3. The Accounting Clerk will review entries and posting is done.



## **SECTION VII – REPORTING EXPENDITURES**

### **PURPOSE**

To describe the procedures followed in reporting expenditures to state/federal/other funding agencies.

### **GENERAL**

The expenditures reporting process includes gathering expenditures recorded in the Accounting system and reporting them to the state/federal/other funding agencies in accordance with their requirements.

### **PROCEDURES**

At the end of each month, the Director of Finance will allocate costs per CareerSource Citrus Levy Marion's Cost Allocation Plan approved by the State.

Direct and allocated costs are then reported to the funding agencies.

1. Expenditures are reported on an accrual basis.
2. For the state, expenditures are reported by program and functional classifications through their on-line site by the 20th of each month.

## **SECTION VIII - PAYROLL**

### **PURPOSE**

To describe the procedures followed in processing payroll.

### **GENERAL**

The payroll process includes maintaining personnel files, processing payroll, and maintaining leave records.

Maintenance of payroll files involves activity in the following eleven areas:

1. New Hires
2. Termination
3. Status Change
4. Employee Master Information
5. Employee Earnings and Deductions
6. Cumulative Wage and Tax Information
7. Vacation
8. Medical Leave
9. Compensatory Time
10. Federal Taxes and Tax Deposits
11. Unemployment Compensation

### **PROCEDURES**

#### **Personnel Files:**

All employees, master file information; necessary for payroll purposes is maintained in the employee's personnel file.

This personnel file is established and maintained on a current basis by the Human Resources Manager. Information required to establish this file and to record changes thereto, originates from the following sources:

1. Application/Resume
2. Form-W4
3. Form-I9/Receipt from E-Verify (kept in a separate file folder)
4. Insurance Enrollment Documents
5. Properly executed and approved authorizations for miscellaneous payroll deductions.
6. Hiring Documents (Background checks kept in a separate folder)
7. Documentation supporting approved employee rate of pay.
8. Acknowledgement of receipt of Employee Benefits and Personnel Rules & Policies handbook.
9. Employee Action Forms: changes to employment, i.e., job title, rate of pay, supervisor, location, status (FT/PT), FLSA class (NE/E)

10. Separation documents
11. Change of address.
12. Change of personal information, i.e., name changes, change of marital status, etc.
13. Performance Evaluations & Awards
14. Education, Training, and certification documents
15. Verifications of Employment
16. Unemployment documents
17. Changes in benefits documentation
18. 403-b Distribution documents
19. Disciplinary/Corrective Action Plans (There are miscellaneous acknowledgments that we keep in the file) Basically, anything we have them sign for.

## **PAYROLL PREPARATION**

Each employee will be responsible for submitting a bi-weekly time sheet, to compute total hours worked each day, to indicate overtime hours, personal leave time, holiday, and to designate the number of hours worked on various grants/programs. Each employee will submit a completed electronic time sheet to his/her supervisor for approval each payroll period.

Each supervisor will approve the electronic time sheet to ensure proper authorization and will ensure that appropriate forms have been completed for any personal leave time.

### **The Accountant will;**

1. Enter the bi-weekly payroll through the payroll service agency by recording the hours from the approved time sheets.
2. Review the payroll register prior to processing report.
3. Submit the payroll.
4. Prepare the journal entry to record payroll from the payroll journal provided by the payroll service agency.
5. Enter the journal entry to the accounting software program.
6. Sort checks and direct deposit stubs and distribute to staff.

### **The Director of Finance will:**

1. Review payroll reports and journal entry for accuracy.
2. Post payroll journal entry to the general ledger.
3. Maintain payroll reports and journal entry file.

## **EMPLOYEE LEAVE RECORDS**

Leave records will be maintained on a bi-weekly basis for each employee. CareerSource Citrus Levy Marion will maintain a funded leave pool to account for accrued leave time in a bank account

separate from operating funds. Accrued leave will be expensed to contracts when earned. The liability and the cash account will be recorded in CareerSource Citrus Levy Marion's general fund.

**The Accountant will:**

1. Record leave time used, and time earned each pay period.
2. Provide a quarterly report to the Director of Finance.

**The Director of Finance will:**

1. Record the accrual in the financial statements.
2. Adjust the funded staff leave pool accordingly.

## SECTION IX - JOURNAL ENTRIES

### **PURPOSE**

To describe the concepts and procedures followed in preparing and processing journal entries.

### **GENERAL**

In addition to the normal routing transaction, it will be necessary to generate a number of accounting entries internally. These entries (journal entries) are made by the means of journal vouchers.

Such journal entries include non-cash transactions such as, but not necessarily limited to:

1. Payroll
2. Accrued Expenditures/Accounts Payable
3. Amortization of Prepaid Items
4. In-kind Contributions
5. Accounts Receivable
6. Adjusting and Reclassification Entries
7. Monthly, Quarterly, and Year-end closing entries
8. Other Accruals
9. Bank reconciling items
10. Cost allocation entries
11. Accrued leave/leave pool
12. Sub recipient costs applied to contractual advances.

### **PROCEDURE**

The following sequence of activities takes place in preparing and processing journal entries:

#### **The Director of Finance will:**

1. Review and post journal entries entered by the Accountant, or the Bookkeeper from source documentation.
2. Attach all necessary documentation to support the journal entry.

## **SECTION X - BANK RECONCILIATION**

### **PURPOSE**

To establish the procedure to be followed in performing the month end bank reconciliation.

### **GENERAL**

The bank reconciliation process includes reconciling the cash balance per the general ledger to the cash balance per the bank statement and recording any necessary adjustments.

### **PROCEDURE**

The following sequence of activities takes place in reconciling bank accounts:

1. Bank statements will be received unopened by the Human Resources Manager/EO Officer to examine for discrepancy/out of the ordinary activities. The bank statements will then be forwarded to the Accountant to prepare the bank reconciliation.
2. For reconciliation purposes, supporting documentation should include bank statement, beginning G/L balance report, ending G/L balance report, canceled checks and any other pertinent information.
3. The bank balance will be in agreement with the balance in the general ledger.
4. The Director of Finance will review and approve the reconciliation.
5. Any necessary journal entry is prepared and recorded and maintained in a bank reconciliation file.
6. Cash journal is printed with the month of reconciliation activity.
7. The Accountant will monitor checks that have been outstanding over 120 days. Based on the research a decision will be made as to whether the check will be reissued or voided. Unclaimed participant payroll checks will be processed in accordance with Florida Statutes Section 717.115, which requires remittance to the State of Florida after one year.

## **SECTION XI - CASH MANAGEMENT**

### **PURPOSE**

To establish the concepts and procedures to be followed to control cash.

### **GENERAL**

A cash control procedure not only strengthens the control of cash, but it also keeps management informed as to the current cash balances available. In addition, it is a useful management aid in planning cash flow.

### **PROCEDURE**

Cash on hand will be minimized between the time elapsing in the receipt of advanced funds and disbursement of those funds. Florida Statutes and Office of Management and Budget (OMB) CFR 2 Part 200 will be followed as it pertains to cash management. Usually, checks and payroll are disbursed bi-weekly. Cash control is achieved through the following steps:

1. Each week the Director of Finance will print the trial balance cash control accounts. The information provided by this report and the addition of outstanding invoices and historical information will enable the Director of Finance to determine from which funding source to request cash advances. Cash advance requests are made in accordance with funding source requirements.
2. Cash disbursements and adjustments will be reported to the state by accessing the state computer system. Disbursements will be reported by grant and a hard copy printed for reference back to the source documents. Cash disbursements are determined from the original books of entry, i.e., cash disbursement journal, payroll journal, and general journal.
3. Each week the Director of Finance will provide a report to the Chief Executive Officer to review cash receipts and disbursements. If the cash on hand allowable amount exceeds the calculated average twice within a program year, CareerSource Citrus Levy Marion can be placed on a cost reimbursement basis for a 12-month period. All cash shall be kept within the amounts allowable.

## **SECTION XII - SUBRECIPIENT CASH MANAGEMENT**

### **PURPOSE**

To establish the concepts and procedures to be followed to control cash advances.

### **GENERAL**

Cash advances will be issued to subrecipients when management considers it appropriate. Generally, the terms of the contract will specify that cash advances may be issued. However, any subrecipient may request cash advances if justifiable circumstances exist. Cash advances are to follow the prescribed requirements of applicable Federal/Florida Statutes and 2 CFR Part 200.

Any contract between CareerSource CLM and a unit of State or local government will be on a cost reimbursement basis only. (683.200 (b)(4))

Upon termination of the contract, amounts paid in excess of actual costs incurred by contractor on advanced program funds will be returned to CareerSource Citrus Levy Marion. Interest income earned from advanced program funds will be either applied towards program expenditures or returned to CareerSource Citrus Levy Marion at the end of each fiscal year.

### **PROCEDURES**

#### **Cash Disbursement**

The subrecipient will submit a request for an advance payment to CareerSource Citrus Levy Marion. Advances to subrecipients will follow the same procedures as specified in section VI, the cash disbursement section.

#### **Reporting**

The recipient of the advance payment will be required to submit a monthly report of actual expenditures by the fifteenth of the month following the month of service.

#### **The Director of Finance will:**

1. Review all request for advances to determine if they are necessary and reasonable.
2. Record the advance as an asset (advance to subrecipient) at the time of disbursement.
3. Review and process the journal entry to record the actual expenditures based on the subrecipient's monthly report.
4. Review all reports to determine if the cash advances are being expended in a reasonable period and if reports are being submitted on a timely basis.
5. If the Director of Finance determines that advances are not being properly requested or reported, the subrecipient will be required to return all excess cash and will be placed on a cost reimbursement basis.



## **SECTION XIII - PETTY CASH**

### **PURPOSE**

To establish the procedures and controls employed in administering petty cash funds.

### **GENERAL**

Petty Cash Funds are authorized by the Chief Executive Officer and issued to the Research and Executive Assistant in those instances where small day-to-day operating funds are deemed necessary.

Petty Cash Funds are established to provide a readily available source of funds for the payment of small, incidental, miscellaneous expenses such as supplies, postage, newspapers, etc. The purpose of such funds is to avoid the need for writing checks for small items to facilitate quick, minor disbursements.

### **PROCEDURES**

#### **Restrictions**

The following restrictions are usually observed regarding petty cash funds:

1. The amount to be disbursed per transaction may not exceed \$ 50.00.
2. Only the person to whom the fund has been assigned may have access to the cash.
3. No other monies may be mixed with the petty cash fund.
4. No personal checks are to be cashed from the petty cash fund.
5. No loans or advances are to be made from the petty cash fund.
6. The maximum amount for petty cash is \$100.00.
7. Under no circumstances should the petty cash fund be used to circumvent the established cash disbursements procedure.

#### **Audits**

The Accountant will conduct periodic and unannounced audits of petty cash funds. Such audits include the counting of cash and receipts the total of which should equal the maximum of \$100.00.

## **SECTION XIV - PROPERTY CONTROL**

### **PURPOSE**

To describe the concepts and procedures to be followed in recording, reporting, disposing, and physical inventory of tangible personal property.

### **GENERAL**

The system for accounting for tangible personal property maintained by the CareerSource Citrus Levy Marion will be in compliance with 2 CFR 200.313 & 314.

### **PROCEDURES**

#### **Recording and Fixed Assets:**

1. Tangible personal property with an acquisition cost exceeding the \$5,000.00 minimum threshold will be capitalized and recorded as a fixed asset.
2. Fixed asset purchases will be recorded as expenditure to the specific program for which it is purchased or allocated to the appropriate programs.
3. Fixed assets will be recorded as an asset in the General Fixed Assets fund and will be offset by a corresponding contra asset account, investment in fixed assets.
4. The Property Custodian, which is the Director of Information Technology (IT), will add the property to the property records and shall maintain the following information, as applicable, on each item: tag number, description, location, property assignee, manufacturer, year or model, serial number, date acquired, cost, source of funding, use, condition, and any other pertinent information including disposition information. This should also include any sale price of the property.
5. The Property Custodian will be responsible for assigning and affixing a property tag to the asset item.
6. Property will be assigned to the individual responsible for its usage (assignee) or locked in designated computer rooms equipped with electronic locks and/or security alarms.

#### **Physical Inventory**

1. A physical inventory will be completed once every two years; or, whenever there is a change of property custodian. The Property Custodian will conduct the physical inventory of all equipment, indicating on the listing the condition and location of the equipment and ensure that all equipment is properly marked.
2. The Director of Finance will be immediately notified of all cases of loss, damage, or destruction of equipment; and will make a report to the Chief Executive Officer.
3. The Property Custodian will maintain an up-to-date listing of all equipment.
4. The Director of Finance will reconcile the physical inventory with the prior inventory and the recorded G/L amounts. All discrepancies must be properly explained.

## **DISPOSALS**

The following sequence of activities takes place in processing transactions related to the disposal of tangible personal property.

1. The Property Custodian will inform the Director of Finance of the need to dispose of the tangible property.
2. The Director of Finance will prepare a Notice of Disposal of Non-Expendable Personal Property and forward to the CEO for approval.
3. After the CEO approves disposition of the property, journal entries will be prepared to adjust the control account for the property disposed of. The acquisition cost or value of property being disposed of should be credited to the asset control accounts and debited to the investment in fixed asset offset accounts.
4. The active property control and dollar amount will be reconciled to the appropriate general ledger control account balances, taking into consideration the journal entries prepared for disposed property.
5. Disposal of property that is a fair market value of less than \$5,000 may be sold or otherwise disposed of.
6. Disposal of property that is a per unit fair market value of greater than \$5,000 will be disposed of by:
  - a. Transferring the property to any other workforce area in the state or another partner agency
  - b. Transferring the property to any government entity.
  - c. Donating the property to a private 501c (3) non-profit agency in Citrus, Levy, or Marion County.
  - d. Sale of the property. If the property is determined to be sold. 10% or \$500.00, whichever is less, can be retained to cover costs of selling such property.
7. If the equipment is broken beyond repair or cannot be donated or salvaged, it will be documented as either broken or abandoned. After written approval by the CEO or EVP, it will be taken to the local landfill, recycled, or placed in a commercialized waste disposal bin.

## **PROPERTY RECORDS**

The Director of Finance will maintain a computer database of the property inventory. Property records will be retained for a period of five (5) years after final disposition of the property.

## SECTION XV - AUDIT/AUDIT RESOLUTION

### PURPOSE

To establish audit and audit resolution responsibilities.

### GENERAL

It is the policy of CareerSource Citrus Levy Marion to conduct audits and audit resolution in accordance with applicable Federal/Florida Statutes and OMB Circulars.

### PROCEDURE

1. An RFP will be released to secure sealed bid proposals from independent certified public accountants. The formal contract procedures outlined in CareerSource Citrus Levy Marion's purchasing policies shall be adhered to when requesting auditing services. In addition to these procedures the following are some of the criteria accessed:
  - a) Prior experience auditing and/or designing and installing accounting systems.
  - b) Organization size and structure (size will be considered in relation to audits to be performed).
  - c) Qualifications of staff to be assigned to the audits to be performed - Education, position in firm, years, and types of experience.
2. An independent audit will be conducted each fiscal year. Each audit will be conducted in accordance with 2 CFR 200, Generally Accepted Auditing Standards and Governmental Auditing Standards issued by the Comptroller General of the United States and other appropriate audit guides.
3. An exit conference will be held at the conclusion of the fieldwork to discuss the auditor's observations and recommendations.
4. Within 30 days after completion of the audit, CareerSource Citrus Levy Marion will transmit to the Department of Economic Opportunity, 3 copies of the audit report with any corrective action plans.
  - a) The CareerSource Citrus Levy Marion's audit resolution report detailing all corrective actions shall be prepared and submitted to the Department of Economic Opportunity, within 60 days from the receipt of the audit reports.
  - b) In accordance with 2 CFR 200, the State has six months from the issuance of the audit reports to resolve the audit findings. Within the 180 days, a final determination will be issued by the State.
  - c) If CareerSource Citrus Levy Marion disagrees with the final determination issued by the State, CareerSource Citrus Levy Marion will request an audit hearing. The hearing will be requested within 10 calendar days from the receipt of the final determination. The request for a hearing shall be forwarded to the Director of the Department of Economic Opportunity.

A request for a hearing contesting final determination will defer debt collection efforts pending the outcome of the hearing.

### **SUBRECIPIENT AUDITS**

The limit of expenditures from federal funds is \$750,000 per fiscal year to require an audit. All subrecipients are obligated by the terms of the contract to secure an annual independent audit of its operations, which will identify the revenues and expenditures for the services provided pursuant to the contract. These audit reports are to be provided to CareerSource Citrus Levy Marion within one year after the completion of the contract. Subrecipient audits may be either organizational wide or program specific and must comply with 2 CFR 200.

#### **The Director of Finance will:**

1. Review the audit reports to determine if there are any audit findings.
2. Request a corrective action plan from the subrecipient if necessary.
3. Prepare a report for the Executive Committee detailing audit findings and the audit resolution/corrective action plan agreed to by the subrecipient.
4. Maintain a file of subrecipient audit reports and any other pertinent information.

### **DEBT COLLECTION**

If a disallowed cost is established with a subrecipient of CareerSource Citrus Levy Marion, the following procedures will apply:

1. **CareerSource Citrus Levy Marion will** notify the subrecipient of the initial determination.
2. **The subrecipient will** have 60 days from receipt of initial determination to resolve any findings.
3. After 60 days **CareerSource Citrus Levy Marion will** issue a final determination and establish a debt if necessary.

If a repayment resolution is not met within 10 days of final determination, the matter will be turned over to the CareerSource Citrus Levy Marion's legal authorities for debt collection.

## **SECTION XVI – SUBRECIPIENT BACKUP DOCUMENTATION FOR FINANCIAL REPORTING**

### **PURPOSE**

To establish the concepts and procedures to be followed governing backup documentation for contract payments.

### **GENERAL**

For costs to be allowable, sufficient documentation must be maintained to ensure that funds have not been spent unlawfully and also for reporting purposes. CareerSource Citrus Levy Marion is responsible for establishing procedures to ensure compliance with documentation requirements. The documentation for all invoices must be maintained on file. The location of the documentation will vary based on past relationships and risk levels with the subrecipient.

### **DEFINITIONS**

Backup documentation - Items that support costs associated with the performance of a contract. Such items may include but are not limited to invoices, purchase orders, requisitions, check copies, payroll registers, time sheets, and subsidiary ledgers.

Primary service provider - Service provider/subrecipient that has contracted directly with the administrative entity.

Secondary service provider - Service provider/subrecipient that has contracted with a primary service provider.

### **PROCEDURE**

#### **LOCATION OF DOCUMENTATION**

Documentation in support of invoices will be required to be submitted to the administrative entity in cases where the contract is with a new non-governmental subrecipient for a minimum probationary period of one year. The Chief Executive Officer in conjunction with the Director of Finance and the Director of Operations shall determine if the subrecipient has displayed the administrative capacity to maintain documentation at their location or the extent to which the provider shall continue to submit documentation until such time that another review of their administrative capacity is deemed appropriate.

Documentation in support of invoices will be maintained by the subrecipient in cases where the contract is with an agency with proven administrative capacity. Proven administrative capacity will be determined through a review of prior year audit reports, a risk review, and communication with other administrative entities when applicable.

Agencies considered possessing the capacity to maintain documentation internally will keep the documentation in an auditable manner to facilitate monitoring by CareerSource Citrus Levy Marion.

CareerSource Citrus Levy Marion will conduct annual monitoring of primary service providers who are independently audited. Service providers are contractually required to submit their independent audit reports to CareerSource Citrus Levy Marion. Therefore, CareerSource Citrus Levy Marion will be placing significant reliance on the independent auditors' reports. Agencies not required to have an independent audit will not be deemed to have the administrative capacity to maintain documentation internally and shall submit backup documentation with each reimbursement request.

Primary service providers will follow the same guidance as the administrative entity in determining the location of secondary service provider records.

### **MINIMUM REQUIRED DOCUMENTATION**

Service providers are contractually required to submit periodic (at least quarterly) invoices. Service providers are also required to submit multi-project timesheets to facilitate the allocation of cost when applicable.

## **SECTION XVII – CREDIT CARD POLICY**

**Safe custody of cards:** Each cardholder has personal possession of his/her credit card and is responsible for it. The CEO has the discretion as to which staff member will possess a Company credit card. These staff positions are CEO, EVP, Operations Director (OD), Director of Finance, Director of Information Technology, Mobile Career Development Representative (MCDR), and Facility Support Specialist (FSS).

- **Lost or damaged cards:** The Director of Finance will be notified. The issuing bank will be contacted immediately to cancel/replace the card.
- **Prohibited transactions:** All transactions are approved by the CEO or EVP prior to purchases being made.
- **Expenditure limits:** Each card will be limited to an established maximum as follows: CEO-\$15,000; Director of IT-\$3,500; EVP -\$5,000, Director of Finance - \$2,000, Director of Operation - \$2,000 and Mobile CDR and FSS-\$1,000.
- **Credit card usage:** Usage is subject to CareerSource Citrus Levy Marion's Procurement Policy and rules set forth in this policy.
- **Documentation supporting transactions:** Receipts with approved credit card authorization form signed by the appropriate parties need to go to the Finance Department as soon as a purchase is made to match with monthly statements.

## **PART 8: TRAVEL AND BUSINESS MEETING EXPENSES**

### **PURPOSE**

To describe the concepts and procedures to be followed in controlling expenses, processing travel, and business meeting expense items.

### **POLICY**

It is the policy of the CareerSource Citrus Levy Marion that costs associated with attendance at meetings, workshops, and conferences (meals, transportation, and lodging) are allowable if such are determined necessary and reasonable and the meeting, workshop, or conference serves a purpose consistent with Workforce funding. It is CareerSource Citrus Levy Marion's responsibility to ensure that program expenditures meet this requirement and adequate documentation is maintained. The Bureau of Compliance Staff will review meeting workshop, and/or conference costs to ensure compliance with this policy. All expenses that fail to comply with this policy will be questioned and subject to disallowance and repayment with Non-Workforce funding. The following expenses are NOT allowed:

- a. Room meal service charges and restaurant charges in excess of approved CareerSource Citrus Levy Marion's meal rates.
- b. Alcoholic beverages.
- c. All other such entertainment costs. (All costs including restaurant/hotel meal or food service charges) for functions whose purpose is social rather than business (such as networking receptions, ancillary tours, outings, etc.) are considered entertainment costs.
- d. Travel, rooms, per diem, and any other costs for persons other than CareerSource Citrus Levy Marion members (or members of a subrecipient's advisory/governing board), CareerSource Citrus Levy Marion staff members, and other persons invited to speak or otherwise directly contribute to the purpose of the meeting.

In order for the CareerSource Citrus Levy Marion to pay per diem, restaurant/hotel meals or food service charges, mileage or other costs for CareerSource Citrus Levy Marion-sponsored conferences, the following conditions must be met:

- a. Advance approval of attending meetings, workshops or conferences must be obtained from the Chief Executive Officer or Executive Vice President.
- b. Any person entitled to reimbursement under CareerSource Citrus Levy Marion travel policies for a meal which has been paid for as part of a restaurant/hotel meal or food service charge must deduct reimbursement for that meal on their Travel Reconciliation Form.



## LOCAL TRAVEL

For local travel not involving overnight stays, including business meetings attendance, departures will be logged on Auto Mileage Reports (**Attachment 7**) at the time each trip is taken. Each Auto Mileage Report covers a one-month period and must be turned in to Finance for reimbursement as soon as possible after the end of each month. The traveler must sign, date, and list their job title, and then give it to their Supervisor for review and certification of the report's accuracy **BEFORE** submitting to Finance for reimbursement.

**NOTE: Mileage claimed must be from point of origin to destination based on the official DOT highway map and based on actual mileage for local vicinity mileage. If the actual mileage traveled is less than the DOT highway map, the lesser amount of mileage must be claimed.**

**Traveler may claim mileage from home to a work location outside their official headquarters provided that travel begins more than one hour before or after the traveler's regular work hours and provided the miles claimed do not exceed the miles actually driven.**

- a. A Blanket Authorization to Incur Vicinity Mileage Form (**Attachment 8**) must be completed for staff on a yearly basis, approved and signed by the Chief Executive Officer or Executive Vice President. A copy should be maintained in the Finance Department and Staff Personnel File.
- b. A Blanket Authorization to Incur Travel Expenses Form (**Attachment 9**) must be completed for Contractor/Provider Staff on a yearly basis, approved and signed by the Chief Executive Officer or Executive Vice President. A copy should be maintained in the Finance Department and Contract File.

## LODGING

Lodging expenses for an employee of the Board and board members, may not exceed the daily limit of \$175 for that of employees of the State of Florida, excluding taxes and fees. An employee of the Board or board member may expend his or her own funds for any lodging expenses over the limit for employees of the State of Florida.

Exceptions:

- a) The Board is participating in a negotiated group rate discount.
- b) The Board obtains and maintains documentation of at least three comparable alternatives demonstrating that such lodging at the required rate is not available.
- c) Other hotels whose rate meets the state requirement are not convenient to conduct business or have safety concerns.

## OVERNIGHT TRAVEL

The procedures established by the CareerSource Citrus Levy Marion for overnight travel provide that requests for travel must be approved in advance by the Chief Executive Officer or Executive Vice President. An Authorization to Incur Travel Expenses form (**Attachment 10**) and Advance for Travel Expense Form (**Attachment 11**) must be completed and approved prior to the beginning date of travel. After the trip has been completed, the traveler submits a Travel Reconciliation Form (**Attachment 12**).

All travel advances are recorded as receivables of the CareerSource Citrus Levy Marion until the travel has been completed by the employee and a Travel Reconciliation Form is submitted. Upon submission of a Travel Reconciliation Form, the correct project is charged and any difference between an advance and the actual expense is settled by either the traveler or the CareerSource Citrus Levy Marion.

## **FORMS PROCEDURES/ROUTING**

### **Authorization to Incur Travel Expense Form:**

- a. Traveler completes/signs/dates form stating that the travel is to be incurred in connection with Board business and a description of how it benefits the Board. Attached to the form should be a copy of the program or agenda. Traveler should maintain a copy of the completed form as it must be included as support for the Travel Reconciliation Form.
- b. Supervisor reviews for accurateness, approves/signs form and submits to Workforce Board Administrative Assistant.
- c. Board, Research and Executive Assistant assures accurateness of form and submits to Chief Executive Officer or Executive Vice President for approval/signature.
- d. Approved form is returned to the Board, Research and Executive Assistant for processing of travel arrangements.
- e. Scanned or electronic signatures are acceptable.

### **Advance for Travel Expense Form:**

- a. Board, Research and Executive Assistant completes form.
- b. Traveler signs form
- c. Supervisor approves/signs form.
- d. Form submitted to Finance Department for processing advance.
- e. Scanned or electronic signatures are acceptable.

### **Travel Reconciliation Form:**

- a. Traveler or Board, Research and Executive Assistant completes form. All appropriate backup documentation, receipts and originally signed/approved Travel Authorization Form should be attached to the Travel Reconciliation Form. An electronic signature is also considered an original signature. Hotel receipt should include room charges. Meal receipts are not necessary.
- b. Traveler signs/dates form.
- c. Form submitted to Chief Executive Officer or Executive Vice President for approval/signature.
- d. Form submitted to Finance Department for final processing
- f. Original or electronic signature is needed on this form.

**NOTE: For individuals covered under the Americans with Disabilities Act (ADA), there are special provisions for travel reimbursements that apply and may be authorized through the individual's Supervisor.**

## **TRAVEL SPECIFICS**

### **Mileage Reimbursement:**

The mileage reimbursement rate will be \$.445 cents per mile.

### **Meal Reimbursement:**

Only allowed where overnight travel is required. In that case the rate shall be as follows:

Breakfast	\$6	Lunch	\$11	Dinner	\$19
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Meal allowance is as follows:

Breakfast - \$6.00 (When travel begins **BEFORE** 6 a.m. and extends **BEYOND** 8 a.m.)

Lunch - \$11.00 (When travel begins **BEFORE** 12 noon and extends **BEYOND** 2 p.m.)

Dinner - \$19.00 (When travel begins **BEFORE** 6 p.m. and extends **BEYOND** 8 p.m.)

No day travel meal reimbursements are allowed under current law.

On days where overnight travel has occurred, but the day is a travel day, not subject to overnight accommodations, a per diem rate of \$80 can be claimed. That rate is broken out as a reimbursement of \$20 per quarter of the day. If a meal is provided during the conference/event then the quarter reimbursement is reduced by the meal allowance of \$6 for breakfast, \$11 for lunch, or \$19 for dinner.

Quarters of a day are as follows:

Midnight- 6 am / 6am- noon / Noon- 6pm / 6pm- midnight

### **Reimbursable Incidental Expenses:**

- a. Taxi fares in excess of \$25, on a per fare basis, require a receipt. Amounts less than \$25 do not.
- b. Parking fees or tolls in excess of \$25, on a per transaction basis, requires a receipt. Amounts less than \$25 do not.
- c. Tips paid to taxi drivers that do not exceed 15 percent of the taxi fare are reimbursable and do not require a receipt.
- d. Actual amount of tip paid for mandatory valet parking is not to exceed \$1 per occasion are reimbursable and do not require a receipt.

- e. Actual portage paid shall not exceed \$1 per bag not to exceed \$5 per incident are reimbursable and do not require a receipt.

## **PART 9: REIMBURSEMENT OF INTERVIEW TRAVEL EXPENSE**

### **PURPOSE**

To establish financial policy for reimbursement of travel expenses for people asked to travel to interview for top management positions at the CareerSource Citrus Levy Marion.

### **GENERAL**

Candidates that are asked to travel to CareerSource Citrus Levy Marion from outside Marion County, Florida to attend interviews for sr. management positions within the organization may be reimbursed for travel expenses.

### **PROCEDURE**

1. With advance approval of the CareerSource Citrus Levy Marion Executive Committee, candidates for sr. management positions may be reimbursed up to \$300.00 per person per interview.
2. Sr. management positions for the purpose of this policy include Chief Executive Officer and any other positions that may specifically be approved by the Executive Committee at the request of the Chief Executive Officer or the Board Chair.
3. Documentation must be submitted by the candidate for reimbursement.

## **PART 10: MEMBERSHIPS AND SPONSORSHIPS**

### **PURPOSE**

To establish procedures for incurring costs associated with organizational memberships and sponsorships.

### **PROCEDURES**

#### **Memberships**

1. All memberships in organizations shall be in the name of CareerSource Citrus Levy Marion.
2. The Chief Executive Officer (CEO) shall be empowered to designate appropriate staff members to represent CareerSource Citrus Levy Marion at board meetings and other events however, policy decisions, legislative matters, and commitments for support and/or funding shall be the decision of the CEO or the Board, in accordance with policy.
3. There shall be only one membership per employee unless additional memberships are approved by the Board.
4. Organizational memberships shall be limited to those whose mission aligns with CareerSource Citrus Levy Marion. These include such organizations as economic development organizations, chambers of commerce, industry associations and associations related to human resources, personnel, or training.
5. Membership in state and national organizations that are supportive of workforce development are also authorized. In such cases, membership shall be organizational, unless approved by the Board.

#### **Sponsorships**

1. All sponsorships must support organizations or events that are aligned with the mission of CareerSource Citrus Levy Marion.
2. Event sponsorships of \$100 or under may be approved by the CEO.
3. Such sponsorships are to be documented and the reason that sponsoring an event is supportive of the CareerSource Citrus Levy Marion mission.
4. Sponsorships in excess of \$100 will be documented and presented to the Executive Committee for approval.

The Prior Approval of Membership/Sponsorship form (See **Attachment 13**) must be completed prior to staff participation on behalf of CareerSource Citrus Levy Marion.

## **PART 11: Discrimination Complaint Procedures and Grievance/Complaint Procedures**

### **Discrimination Complaint Procedures (Also see OPS-58)**

CareerSource Citrus Levy Marion does not hear formal discrimination complaints (written and signed) related to discrimination or alleged civil rights violations. If you believe that you have otherwise been discriminated against based on race, color, sex, national origin, religion, age, political affiliation or belief, citizenship or disability and/or your civil rights have been violated, you may choose to follow the steps for informal resolution described in the Grievance/Complaint Procedures set out below and if you are not satisfied with the outcome you may follow the instructions for filing a formal discrimination described below. For an informal resolution, you may directly contact CareerSource Citrus Levy Marion's Equal Opportunity Officer, Iris Pozo, 3003 SW College Road, Ocala, FL 34474, and Phone: 352-873-7939 extension 1286. If you do not wish to try and informally resolve the matter, you may simply follow the guidelines below, which tell you how to file your complaint.

If you have a formal discrimination complaint (must be filed within 180 days of the alleged discrimination), you may file by writing to the Department of Economic Opportunity, Office of Civil Rights, Caldwell Building, MSC 150, 107 East Madison Street, Tallahassee, Florida 32399-4129, (850) 921-3205, Florida Relay (TTY): 711, [civil.rights@deo.myflorida.com](mailto:civil.rights@deo.myflorida.com) or be filed directly with the appropriate federal agency listed below. CareerSource CLM's Equal Opportunity Officer (EOO) will assist you in identifying the correct federal agency to direct your discrimination complaint:

**Employment Discrimination, WIOA, WP**  
**U.S. Department of Labor**  
**Civil Rights Center**  
200 Constitution Avenue, NW  
Room N-4123  
Washington, DC 20210  
(202) 693-6500  
TTY: (202) 693-6515 FAX: (202) 693-6505

**SNAP**  
**U.S. Department of Agriculture**  
**Office of the Hearing Clerk**  
Room 112, Administration Building  
Washington, DC 20250

**TANF (WT)**  
**U.S. Department of Health & Human Services**  
**Office for Civil Rights**  
61 Forsyth Street, SW – Suite 3B70  
Atlanta, Georgia 30323  
(404) 562-7886  
TTY: (404) 331-2867 FAX: (404) 562-7881

The following entities may be contacted regarding employment, health and safety or Florida Law violations/complaints:

**Florida Commission on Human Relations**

4075 Esplanade Way, Rm. 110  
Tallahassee, Florida 32399  
(850) 488-7082  
1-800-342-8170 (voice and TTY)

**Equal Employment Opportunity Commission (EEOC)**

Tampa Area Office  
501 East Polk Street, Suite 1000  
Tampa, FL 33602  
(813) 228-2310 or TTY (813) 228-2003

**USDOL Occupational Safety and Health Administration (OSHA)**

200 Constitution Avenue, NW  
Washington, DC 20210

**U.S. Equal Employment Opportunity Commission (EEOC)**

*Employment Complaints  
Miami District Office  
One Biscayne Tower  
Two South Biscayne Blvd., Suite 2700  
Miami, FL 33131  
(305) 536-4491 or 1-800-669-4000  
TTY (305) 536-5721 or 1-800-669-6820*

**USDOL Office of Inspector General Office of Investigations**

200 Constitution, NW  
Room S-5014  
Washington, DC 200210

**Grievance/Complaint Procedures**

The Department of Economic Opportunity (DEO) regulations mandates that grievance/complaints and hearing procedures be in place for complaints under the Welfare Transition/Temporary Assistance for Needy Families (WT), Workforce Innovation and Opportunity Act (WIOA), Supplemental Nutrition Assistance Program (SNAP) and Trade Adjustment Assistance Program (TAA), which allege a violation of a participant's rights. As a customer/applicant/participant, you have the right to file a complaint/grievance if you feel you have been adversely affected by a decision or action with any workforce program overseen by the CareerSource Citrus Levy Marion.

**Contact:**

**CareerSource Citrus Levy Marion**

3003 SW College Road, Enterprise Center, Suite 205  
Ocala, FL 34474

Phone: 352-873-7939 extension 1286

Iris Pozo, Equal Opportunity Officer

The following steps will be followed:

Step I – The opportunity to file a complaint:

The complainant will first meet with the service provider, supervisor, or designated CareerSource designee, explain the problem, and together they shall attempt to resolve the issue informally.

Step II – The opportunity for an informal conference:

If the complaint cannot be resolved at the above level, he/she must file a complaint with the EO Officer and request an informal conference. This request must be in writing. This conference must be held within ten (10) days from the date of receipt of this written request. The complainant and the EO Officer will discuss the allegation and attempt to resolve the issue informally. The findings from this conference will be submitted by the EO Officer to the complainant within ten (10) days following this conference. Included with these findings, will be notification of the claimants' right to request a hearing.

Step III – The opportunity for a hearing:

If the complainant is not satisfied with the results of the of the informal conference, he/she must inform the EO Officer within five (5) days and request a hearing to seek resolution of the issue.

In honor of this request, the CareerSource Citrus Levy Marion shall select an impartial body to hear the complaint. The CareerSource Citrus Levy Marion shall determine the option to be used for constituting an impartial body. Options include but are not limited to a) a hearing officer (to be provided by CareerSource Citrus Levy Marion); or b) a panel chosen by an independent third party satisfactory to all parties; or (c) a panel made up of one member selected by the complainant, one selected by the CareerSource Citrus Levy Marion and one chosen by the first two who would serve as panel chair.

The requested hearing will be held within thirty-five (35) days from the date on which the complaint was filed in writing with the EO Officer. Written notification will be sent out by the CareerSource Citrus Levy Marion, stating the date, time and place of the hearing, and the issue to be heard. The letter will also give the opportunity to resolve or amend the complaint prior to a hearing. All involved parties have the right to be accompanied by an attorney, at their own expense, or other duly authorized representative, the right to present testimony, to bring witnesses and records, and must attend the hearing.

If at any time following the appointment of the hearing officer, and prior to the hearing, the hearing officer is found to have a vested interest in the outcome of the proceedings, any individual involved in the complaint has the right to strike the name of the hearing officer.

The hearing proceedings shall be taped for later transcription purposes.

A written decision from the hearing officer to the complainant(s) and any other interested parties will be sent within sixty (60) days of the filing of the complaint with the EO Officer and will state the reason for the decision and remedies, if appropriate. (Continuances can be made for good cause, pending written approval from the hearing officer). This letter will also inform the complainant of his/her right to proceed to Step IV.



#### Step IV Appeal to DEO:

Should the complaint remain unresolved to the complainant's satisfaction through the decision in Step III or has not been notified of the resolution by the end of 60 days, the complainant has the right to request an appeal with the Department of Economic Opportunity (DEO). The appeal should be concise (if possible, not to exceed five pages which does not include exhibits and attachments), and shall be sent by certified mail, return receipt, to the Department of Economic Opportunity, Office of General Counsel, Caldwell Building, Suite 150, 107 East Madison Street, Tallahassee, FL 32399-4128.

The appeal request shall state the facts, laws, procedures, etc. that the grievant/complainant believes to be relevant for review. The appeal must be filed with DEO within 30 calendar days of receipt of the CareerSource Citrus Levy Marion's Hearing Officer's decision or within 30 calendar days after the required 60-calendar day timeframe for the CareerSource Citrus Levy Marion to act has elapsed. The request shall include the grievant/complainant's address where official notices will be mailed. DEO may remand the grievance/complaint back to the CareerSource Citrus Levy Marion to hold a hearing or impose other remedies to resolve the grievance/complaint.

DEO shall issue a decision within 60 calendar days of receipt of the appeal request. A grievant/complainant may file an appeal of DEO's decision/final order. The appeal must be filed within 30 calendar days of receipt of the DEO's decision/final order, or after the mandated 60 calendar days has elapsed for the DEO to have issued a decision.

#### Program Applicants/Participants/Beneficiaries of Services Notification

A notice to all applicants, participants, and beneficiaries of services has been placed in each of our One Stop CareerSource Centers in our region (Citrus, Levy and Marion Counties) in a conspicuous place which provides the name and contact information for the DEO Contact and Equal Opportunity Officer for CareerSource Citrus Levy Marion for a formal discrimination complaint and/or a grievance/complaint.

All program applicants/participants certify by signature that they have received a copy and understand their rights and responsibilities as attached in OPS-58.

attach. #1



**FORM B**  
**Certification as To Proprietary and Sole Source Purchases**  
**and Negotiation with Governmental Agencies and Institutions**

TO: Thomas E. Skinner Jr., Chief Executive Officer  
Dale French, Executive Vice President

- A.  Proprietary Purchase available from more than one source.
- B.  Sole Source Purchase of a proprietary item available from only one source.
- C.  Negotiation with Governmental Agencies and Institutions

**PROPRIETARY PURCHASE** (Must be filled out if "A" or "B" is checked)

The undersigned certifies that the specific make, brand, model, or vendor specified on the accompanying Purchase Order # \_\_\_\_\_ is the ONLY make, brand, model or vendor which will fulfill the intended need for the following reasons:

**SOLE SOURCE** (Must be filled out only if "B" is checked)

The undersigned certifies that the specific make, brand, model, or vendor specified on the accompanying Purchase Order # \_\_\_\_\_ is obtainable only from the following source, and for the following reason(s):

**NEGOTIATION WITH GOVERNMENTAL AGENCIES & INSTITUTIONS**  
(Must be filled out if "C" is checked)

The undersigned certifies that the vendor specified on the accompanying Purchase Order # \_\_\_\_\_ is obtainable through negotiation with governmental agencies and institutions.

**OTHER SOURCES CHECKED** (List the companies contacted to provide purchase item)

\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

Requestor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

**CEO or EVP CERTIFICATION REQUIRED:**

Sign: \_\_\_\_\_

Title: Chief Executive Officer

Phone: 873-7939x1204 Date: \_\_\_\_\_

Sign: \_\_\_\_\_

Title: Executive Vice President

Phone: 873-7939x1202 Date: \_\_\_\_\_

Attach. #2



**FORM A**  
**CareerSource Citrus Levy Marion**  
3003 SW College Road, Suite 205, Ocala, FL 34474-6252  
**Written Request for Quotes**

Date of Issuance:	Date Quotes Will Be Opened at CareerSource Citrus Levy Marion:
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(Submit Quotes No Later Than 5:00 P.M. The Day Prior To Bid Opening Date)

Items for Quotations:

A Separate List May Be Provided.

CareerSource Citrus Levy Marion Requesting Agent:

Telephone Number:

Vendor Name:

Address:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Item Name	Quantity	Unit Cost	Total Cost

**Name of Person Submitting Quote:** \_\_\_\_\_

**Title:** \_\_\_\_\_

All quotes are understood to be valid for consideration for 45 days from the date of submittal and unless otherwise stated, quoted prices will remain unchanged for a period of one full year from the date of CareerSource Citrus Levy Marion acceptance of prices for any identical needs. CareerSource Citrus Levy Marion has 45 days to review quotes and make an award.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers may be reached by using TTY/TDD equipment via the Florida Relay Service at 711. If you need accommodations, call 1-800-434-5627 ext. 7878 or e-mail [accommodations@careersourceclm.com](mailto:accommodations@careersourceclm.com) three business days in advance. A proud member of the American Job Center Network.

attach. #3



**SUB-RECIPIENT AND CONTRACTOR DETERMINATION CHECKLIST**

**Vendor Name:**

**Section A**

**Yes No**

- Provides the goods and services within a normal business operation.
- Provides similar goods or services to many different purchases.
- Normally operates in a competitive environment.
- Provides goods or services that are ancillary (necessary support) to the operation of the Federal program.
- Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

**Section B**

- Has its performance measured against whether the objectives of the Federal or State program are met.
- Has responsibility for programmatic decision-making.
- Has responsibility for adherence to applicable Federal or State program compliance requirements.
- Uses the Federal or State funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity.

**Any 'Yes' responses in Section B indicates subrecipient status. This vendor has been determined to be a:**

**Contractor**

**Subrecipient**

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#4 attach

## Cost Reasonableness Standards for Procurement of Employment and Training Services

A cost/price analysis shall be performed on each offer submitted under procurement for employment and training services unless the offer is tuition or catalog based or is the lowest price submitted under the IFB method. All costs will be reviewed for reasonableness.

Price analysis shall be performed when it is possible to compare total price of the offer

- 1) with a similar contract to determine price is fair and reasonable provided that the contract compared with has been determined to be reasonable, or
- 2) with competing offers submitted under the same procurement.

Cost analysis shall be performed when competition is not the determinant of cost. Cost analysis is the analysis of each element of cost in the offer. Cost analysis may also be performed under competitive conditions to test reasonableness of all offers submitted. Such analysis may be performed on all cost elements or selected elements.

When cost analysis is used to determine reasonableness of cost, the standards found on the following pages will apply:

<b>Cost Element</b>	<b>Standard</b>
Salaries	Annual salaries generally do not exceed by more than 10% the higher of: <ol style="list-style-type: none"><li>1) CareerSource CLM salary ranges for comparable positions; or</li><li>2) Statewide Region averages for comparable positions; or</li><li>3) Salary ranges established by State Institutions for comparable positions.</li></ol>
FICA	Rates established by law for regular FICA and the Medicare tax.
Unemployment	Comp Rates established by law.
Worker's Comp	Rates established by insurer.
Leave Accrual	Proposer's rates if established in written policy using CareerSource CLM's rates as the reasonableness guide or CareerSource CLM's rates.
Health/Life/Dental	Rates established by insurer.
Utilities & Phone	Historical experience in the area, utility/phone company estimates, CareerSource CLM comparative costs.
Equipment Maintenance	Historical experience, maintenance agreement costs, vendor estimates, CareerSource CLM comparative costs.
Space	Historical experience in the area

<b>Cost Element</b>	<b>Standard</b>
Facility Maintenance	Historical experience, maintenance agreement costs, vendor estimates, CareerSource CLM comparative costs.
In Region Travel	Maximum Cost Reimbursement Rates
Mileage Rate	Refer to PART 8 of the Administrative Plan.
Total Miles	Refer to PART 8 of the Administrative Plan.
Meals	Refer to PART 8 of the Administrative Plan.
Out of Region Travel	Refer to PART 8 of the Administrative Plan.
Liability & Business Insurance	Insurer rates/premiums
Training Materials &Supplies	Historical experience, vendor quotes based on per participant usage. If vendor is also the offeror, offeror must demonstrate that prices proposed are competitive.
Tuition	Published, catalog rates.
Fees	Published cost reimbursement rates provided fees are not cost plus in nature.
Tools	Vendor quotes.
Equipment	Vendor quotes.
Work Experience Wages	As legally required by CareerSource CLM.
Tryout Employment Compensation	Federal Minimum Wage or more.
Participant Support Services	CareerSource CLM's adopted policies.
Incentive Payments & Insurance	
CareerSource CLM Audits	Vendor quotes.
Indirect Administration	Up to 8% dependent on availability of funds.
Profit	Up to a maximum of 10%

#5

## Certificate of Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data, submitted, either actually or by specific identification in writing to the Citrus Levy Marion Regional Workforce Development Board, Inc. (CareerSource Citrus Levy Marion) in support of \_\_\_\_\_\* are accurate, complete, and current as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.\*\*

This certification includes the cost or pricing data supporting any advance agreements between the offeror and CareerSource Citrus Levy Marion that are part of this proposal.

**Organization:** \_\_\_\_\_

**Name** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date of Execution:** \_\_\_\_\_ \*\*\*

- \* Identify the proposal, quotation, modification proposal or other submission involved, giving the appropriate identifying number (RFP #, etc.)
- \*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- \*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

# 6



Form C

## COST/PRICE ANALYSIS WORKSHEET

PART 1 - GENERAL		
1. Offeror computations check and verified?	YES	NO
Problems/Comments:		
2. All necessary cost elements included?	YES	NO
Problems/Comments:		
3. Offeror supporting documentation and justification complete?	YES	NO
Problems/Comments:		
4. CareerSource Citrus Levy Marion Categorization?	YES	NO
Correctly Categorized?	YES	NO
Need More Information?	YES	NO
Problems/Comments:		
PART II - SPECIFIC COST		
Cost Element	Necessary/Reasonable	Basis for Judgement (Check One or More)
1. Staff Cost	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify): _____
Comments/Concerns/Problems: (Explain in detail, salary differentials among respective instructors, if any, percentage of work time devoted to this program and each other program employee(s) is(are) working at the same time.)		
2. Fringe Benefits (For tax-based elements, be sure that rates and bases are current.)	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify): _____
Comments/Concerns/Problems: (Explain in detail, salary differentials among respective instructors, if any, percentage of work time devoted to this program and each other program employee(s) is(are) working at the same time.)		
3. Materials/Training/Program	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote



		Other (Specify): _____
4. Materials, Office Supplies/General	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify): _____
<b>Materials/Office Supplies purchased with CareerSource Citrus Levy Marion funds may only be used to benefit CareerSource Citrus Levy Marion Participants</b>		
5. Equipment (CSCLM USE ONLY)	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify): _____
<b>Unless offset funding is used and documented for this program, all equipment purchased with CareerSource Citrus Levy Marion funds may only be used to benefit CareerSource Citrus Levy Marion participants. Turn equipment over to CareerSource Citrus Levy Marion control at 3003 SW College Road, Suite 205, Ocala, FL 34474-6252, as required, upon completion of program if this equipment is not currently in use for CareerSource Citrus Levy Marion Participant Training.</b>		
6. Facilities	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify): _____
7. Communications	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify): _____
8. Insurance/Bonding	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify): _____
9. Staff Travel	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify): _____
10. Consultants	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify): _____
11. Accounting/Audits	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify): _____
12. Photocopying/Printing	YES / NO	Independent Agency Estimate Compared/Other Current Offers

		Compared/Past Offers Verified Market Price or Quote Other (Specify): _____
13. Supportive Services	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify): _____
14. Indirect Costs (When proposed, be sure that audit agreement and proposal are attached; ensure that costs not duplicated in direct costs)	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify): _____
15. Subcontracts (Review Subcontractor cost/price proposal)	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify): _____
16. Application Fees	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify): _____
17. Registration Fees	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify): _____
<b>Give Specific REASON for Registration Fees, what is included with fees, and why fees vary per course, if applicable:</b>		
18. Other (Specify)	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify): _____
<b>PART III – PROFIT / FEE</b>		
1. Offeror is: (Check one)                      Non-Profit_____                      For-Profit _____		
2. If Non-Profit, no profit is allowable.		
3. If For-Profit, Amount of profit proposed is: \$ _____		
4. Profit is: (Check one) Reasonable_____                      Not Reasonable/Excessive _____		
5. If profit is deemed reasonable, describe basis for judgement: (e.g., agency profit guidelines; application of profit guidelines; other)		
6. If profit is deemed excessive, list profit objective (dollar amount to be negotiated)		

**PART IV - CONCLUSIONS**

Prepare a brief narrative citing:

- 1) Specific additional cost justifications needed.
- 2) Recommended adjustments to specific cost elements; and
- 3) Any other comments about cost/price proposal.

(Use another sheet of paper if additional writing space is needed)

**PART V – SIGNATURES OF EVALUATORS**

NAME:

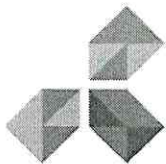
DATE:

NAME:

DATE:



#8



CareerSource  
CITRUS | LEVY | MARION

ATTACHMENT B

**AUTHORIZATION TO INCUR VICINITY MILEAGE**  
July 1, \_\_\_\_\_ – June 30, \_\_\_\_\_

Traveler's Name: \_\_\_\_\_

Title: \_\_\_\_\_

Travel Justification:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Yearly Cost Estimate: \_\_\_\_\_

Approved by CEO or ~~COO~~ EVP:

\_\_\_\_\_  
Signature

Revised ~~03-24-21~~MM-DD-YY

CareerSource Citrus Levy Marion is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers listed above may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711. If you need accommodations, please call 352-840-5700, ext. 7878 or e-mail [accommodations@careersourceclm.com](mailto:accommodations@careersourceclm.com) at least three business days in advance. Additionally, program information may be made available in Spanish upon request. A proud partner of the American Job Center Network.



#9

ATTACHMENT C

**AUTHORIZATION TO INCUR TRAVEL EXPENSES FOR ALL CONTRACTOR/PROVIDER STAFF**

Program Year: July 1, \_\_\_\_\_ to June 30, \_\_\_\_\_

Contractor/Provider/Agency: \_\_\_\_\_

STAFF NAME	POSITION/TITLE	TRAVEL ESTIMATE AMOUNT

Use additional sheets as needed.

Travel Justification: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agency Representative's Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Approved by CareerSource Citrus Levy Marion CEO or ~~GOO~~ EVP:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

REV 03/24/2021

CareerSource Citrus Levy Marion is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers listed above may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711. If you need accommodations, please call 352-840-5700, ext. 7878 or e-mail accommodations@careersourceclm.com at least three business days in advance. Additionally, program information may be made available in Spanish upon request. A proud partner of the American Job Center Network.

#10

ATTACHMENT D



AUTHORIZATION TO INCUR TRAVEL EXPENSE

NAME:		OFFICIAL HEADQUARTERS:				DATE:			
DEPARTURE DATE:		RETURN DATE:							
RWB 10									
ESTIMATED COST:									
REGISTRATION FEE	PER DIEM	MEALS	AIRLINE	CAR RENTAL	GROUND TRANSPORTATION	MILEAGE	HOTEL	PARKING	MISC
TOTAL ESTIMATED COST:									
CONFERENCE OR CONVENTION TRAVEL: EXPLANATION OF BENEFITS ACCRUING TO THE BOARD									
<p>*** ALSO ATTACH AGENDA, LIST OF TOPICS OR OTHER BACKUP FOR JUSTIFICATION</p> <p>I UNDERSTAND THE USE, POSSESSION OR TRANSPORT OF ALCOHOL OR ILLEGAL DRUGS IS STRICTLY PROHIBITED AT ANY TIME WHEN I AM RESPONSIBLE FOR ANY VEHICLE USED FOR OFFICIAL BOARD TRAVEL.</p> <p>I HEREBY CERTIFY THAT TRAVEL AS SHOWN ABOVE IS TO BE INCURRED IN CONNECTION WITH OFFICIAL BUSINESS OF THE BOARD.</p>									
SIGNED BY TRAVELER/DATE:		APPROVED BY - SUPERVISOR/DATE:				APPROVED BY CEO or EVP/DATE:			



ATTACHMENT E

ADVANCE FOR TRAVEL EXPENSES

Traveler's Name: \_\_\_\_\_
Date of Request: \_\_\_\_\_
Purpose of Travel / Conference Name: \_\_\_\_\_
City of Origin / Destination: \_\_\_\_\_
Date of Departure: \_\_\_\_\_ Time of Departure: \_\_\_\_\_ Date of Return: \_\_\_\_\_
Account(s) to be Charged: \_\_\_\_\_

EXPENSES ALREADY PAID IN ADVANCE:

\_\_\_\_\_ Nights Lodging @ \$ \_\_\_\_\_ \$ \_\_\_\_\_
\_\_\_\_\_ Parking or Mandatory Valet Parking \$ \_\_\_\_\_
\_\_\_\_\_ Registration \$ \_\_\_\_\_
\_\_\_\_\_ Airfare \$ \_\_\_\_\_
\_\_\_\_\_ Other (Car Rental, misc.) \$ \_\_\_\_\_

TOTAL EXPENSES PAID IN ADVANCE: \$ \_\_\_\_\_

EXPENSES ADVANCED TO PERSON TRAVELING:

\_\_\_\_\_ Breakfast @\$6.00 \$ \_\_\_\_\_
\_\_\_\_\_ Lunch @\$11.00 \$ \_\_\_\_\_
\_\_\_\_\_ Dinner @\$19.00 \$ \_\_\_\_\_
\_\_\_\_\_ Nights Lodging @\$ \$ \_\_\_\_\_
\_\_\_\_\_ Mileage @ .445 eff. 7-1-10 \$ \_\_\_\_\_
\_\_\_\_\_ Parking or Mandatory Valet Parking @\$ \_\_\_\_\_ \$ \_\_\_\_\_
\_\_\_\_\_ Other (car rental, misc.) \$ \_\_\_\_\_

TOTAL TRAVEL ADVANCE PAID TO PERSON TRAVELING: \$ \_\_\_\_\_

GRAND TOTAL OF ESTIMATED EXPENSES: \$
=====

Comments: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Traveler hereby requests a travel advance as shown above and certifies that travel is to be incurred in connection with official business of CareerSource Citrus Levy Marion.

TRAVELER'S SIGNATURE: \_\_\_\_\_

SUPERVISOR'S SIGNATURE: \_\_\_\_\_



#12

**TRAVELER'S NAME:** TRAVEL RECONCILIATION - CAREERSOURCE CITRUS LEVY MARION - ATTACHMENT F

Date of Travel	Point of Origin	Point of Destination	Purpose of Travel	Hr Depart/ Hr Return	Meals Claimed	Mileage Claimed	Vicinity Mileage Claimed	Lodging Expense or Per Diem	Other Expenses	Other Expenses Description		
										Registration		
										Parking		
										Tolls		
										Portage (Tips)		
										Cabs		
										Airfare		
										Baggage Fees #		
<b>Computations or Comments: Agenda, list of topics or program and a Approved Authorization to Incur Travel Expenses Form and required receipts must be attached to this Reconciliation Form</b>					<b>TOTAL MEALS CLAIMED</b>	<b>TOTAL MILES x.445 effec 7-1-10</b>	<b>TOTAL LODGING/ PER DIEM</b>	<b>TOTAL OTHER EXPENSES</b>	<b>GRAND TOTAL</b>			
					BALANCE:							
					LESS TRAVEL ADVANCE (INCLUDES PAYMENT OF REGISTRATIONS, AIRFARE, HOTEL, CHARGES TO COMPANY CREDIT CARD AND TRAVEL ADVANCE TO TRAVELER):							
					<b>REIMBURSEMENT TO TRAVELER:</b>							
					<b>AMOUNT OWED CAREERSOURCE CLM:</b>							

I hereby certify or affirm that the above expenses were actually incurred by me as necessary traveling expenses in the performance of my official duties; attendance at a conference or convention was directly related to official duties of the agency; any meals or lodging included in a conference or convention registration fee have been deducted from this travel claim; and that this claim is true and correct in every material matter and same conforms in every respect with the requirements of CareerSource Citrus Levy Marion's Travel Policy. I hereby certify that the above claimed expenses are allowable under CareerSource Citrus Levy Marion Policy and that the totals and extensions are accurate.

TRAVELER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY CEO OR EVP: \_\_\_\_\_ DATE: \_\_\_\_\_

Revised 03/24/2021

#13



## PRIOR APPROVAL OF MEMBERSHIP/SPONSORSHIP

Membership or Sponsorship Name and Purpose: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date of Expense: \_\_\_\_\_

Justification - Attach copy of membership/sponsorship information: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Membership/Sponsorship Amount: \_\_\_\_\_

Accounts/Projects  
to be Charged: \_\_\_\_\_

Requested by: \_\_\_\_\_

Please Type or Print

Approval by CEO or COO: \_\_\_\_\_

Signature

Date: \_\_\_\_\_

CareerSource Citrus Levy Marion is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers listed above may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711. If you need accommodations, call 352-840-5700, ext. 7878 or e-mail accommodations@careersourceclm.com three business days in advance. CareerSource Florida Member.



**CITRUS LEVY MARION REGIONAL  
WORKFORCE DEVELOPMENT BOARD, INC. (CLMRWDB)  
d/b/a  
CAREERSOURCE CITRUS LEVY MARION**

**COST REIMBURSEMENT/PERFORMANCE BASED  
CONTRACT PACKAGE**

**WITH**

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

**TO PROVIDE ( ) SERVICES TO  
WORKFORCE INNOVATION an OPPORTUNITY ACT AND  
WELFARE TRANSITION PROGRAM CUSTOMERS**

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers listed above may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711. CareerSource Florida Member. A member of the American Job Center network

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**COST REIMBURSEMENT/PERFORMANCE BASED CONTRACT**

**BETWEEN THE**

**CITRUS LEVY MARION REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.  
(CLMRWDB)  
d/b/a  
CAREERSOURCE CITRUS LEVY MARION**

**AND**

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

**TO PROVIDE ( ) SERVICES TO WORKFORCE INNOVATION AND OPPORTUNITY  
ACT AND WELFARE TRANSITION PROGRAM CUSTOMERS**

**WHEREAS this Contract, entered into by and between the Citrus Levy Marion Regional Workforce Development Board, Inc., d/b/a CAREERSOURCE CITRUS LEVY MARION, hereinafter referred to as CLMRWDB, a not for profit corporation, under the laws of Florida, hereinafter referred to as "GRANTEE"; and the \*\*\*\*\* hereinafter referred to as "Contractor."**

**WHEREAS, the Grantee is legally empowered to Contract for delivery of employment and training services under the Workforce Innovation and Opportunity Act, hereinafter referred to as WIOA and Personal Responsibility and Work Opportunity Reconciliation Act of 1996, hereinafter referred to as the Act (Public Law 104.193), and the Workforce Innovation Act of 2000, hereinafter referred to as the Welfare Transition Program (WTP).**

**WHEREAS this Contract's performance shall begin no earlier than the last signature date, and shall be completed no later than XXXXX. All Contract costs must be incurred between these dates. CLMRWDB will exercise its' option to extend this contract for a one year period, Four (4) years total, contingent upon funding received by CLMRWDB and satisfactory performance by the Contractor.**

**WHEREAS, the Contractor agrees to be engaged in providing ( ) Services under WIOA and/or WTP as a sub-recipient;**

**WHEREAS, the Contractor has expressed intent and demonstrated an ability and capability to provide Youth Services to WIOA and/or WTP customers and has been duly selected to provide same;**

**WHEREAS the Contractor agrees to be the responsible administrator for services described herein under WIOA and/or WTP;**

Contract #PY \*\*\*\*\*

WHEREAS this Contract initiates the Contractual obligation for a total amount not to exceed \$\*\*\*\*\* (**\$ itemized costs**), which shall be reimbursed by the Grantee for the provision of services as outlined.

WHEREAS the total Contract obligation above is allocated in accordance with Exhibit III, Budget: **SPELL OUT THE BUDGET ALSO LISTING CFDA NUMBERS.**

WHEREAS the parties agree to comply with all the terms and provisions of this Contract including and incorporating herein the specified attachments/exhibits.

WHEREAS the parties agree that all the terms and provisions of this Contract will remain in effect throughout the entire Contract period, and until or unless a written Contract modification changing its terms are initiated and executed according to the terms of this Contract between the then legally empowered Contracting entities.

WHEREAS the parties further agree that **Marion County, Florida**, shall be the venue of any legal action between the parties, and that this Contract shall be read, interpreted, and construed in accordance with the laws of the State of Florida.

NOW THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. **Modification(s)**

- a. The Contractor agrees to submit a written modification for approval prior to changing any budget line item or participant service level.
- b. The Grantee agrees to make any changes in this Contract only through a written modification.
- c. All modifications initiated by the Contractor will be bilateral.
- d. The Grantee may make a unilateral modification to this Contract at any time. A copy of such unilateral modification will be given to the Contractor.

Modifications to this Contract shall be bilateral in nature except when required by changes in U.S. Department of Labor or State of Florida regulations, policies or funding, or when required by a change in State or Federal Law, or to effect an assignment of all Contract rights of Grantee to a new Administrative Entity/Grant Recipient.

- e. Budgetary line items cannot be exceeded. Budgetary line items are not estimates, but are fixed amounts. Any changes in budgetary line item areas must be requested in writing, and approved in advance via Contract modification, as necessary.

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## **2. Amendments**

**This Agreement constitutes the entire Contract between the parties hereto. No representation, modification or amendment hereto, whether oral or written, shall be effective unless it is in writing and signed by the parties hereto.**

**Notwithstanding the first paragraph, above, the Grantee may unilaterally amend this Contract at will in order to accommodate any change in the Act or WIOA and/or WTP or any change in the interpretation of the Act or WIOA and/or WTP or any applicable Federal, State or local laws, regulations, rules or policies. In the event a unilateral amendment cannot be complied with by the Contractor, then the Contract will be terminated for convenience.**

## **3. Changes**

**The Grantee may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Grantee and the Contractor, shall be incorporated in written amendments to this Contract.**

**At any time after the completion of each quarter of operation under this Contract, the Grantee may remove from the total cost as set forth in this Contract and re-allocate to other WIOA and/or WTP activity, any such funds which the Grantee determines will remain unspent upon the expiration of the term of this Contract. Such removal shall be accomplished after consultation with the contractor, by written amendment hereto, with or without any subsequent execution of written agreement of the Contractor but with its consent as granted by execution hereof.**

## **4. Standards of Conduct**

**The Contractor hereby agrees that in administering this Contract, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the program and avoiding any conflict of interest in its administration.**

- a. General Assurance -- Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Contract will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this Contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.**
- b. Conducting Business Involving Relatives -- No relative by blood, adoption, or marriage of any executive or employee of the Contractor shall receive favorable treatment for enrollment into services provided by, or employment**

Contract #PY \*\*\*\*\*



with, the Contractor. The Contractor shall also avoid entering into any agreements for services with a relative by blood, adoption, or marriage. When it is in the public interest for the Contractor to conduct business (only for the purpose of services to be provided) with a relative, the Contractor shall obtain the written approval from the Grantee before entering into an agreement. All pertinent correspondence shall be kept on file and available for monitoring and audit reviews.

- c. **Conducting Business Involving Close Personal Friends and Associates --** Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and in administering this Contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.
- d. **Avoidance of Conflict of Economic Interest --** An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. Supplies, materials, equipment, or services purchased with Act funds will be used solely for purposes allowed under this Contract.

For the purpose of this Contract, "relative by blood, adoption, or marriage," shall include: wife, husband, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, stepfather, stepmother, stepson, step-daughter, stepbrother, stepsister, half-brother, or half-sister.

## **5. Sub-Contracting and Assignment**

The Contractor shall not assign this Contract or any part thereon, unless otherwise provided for, without the written consent of the Chief Executive Officer, Grantee, but in no case shall such consent relieve the Contractor from the obligations under, or change the terms of the Contract.

The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the written approval of the Chief Executive Officer, Grantee, having first been obtained.

The transfer or assignment of any Contract funds, either in whole or in part, any interest therein, which shall be due or become due to the Contractor, shall cause the annulment of said transfer or assignment so far as the Grantee is concerned.

Contract #PY \*\*\*\*\*

**This Contract may not be assigned in whole or part to any third party by the Contractor unless provided for in writing by the Grantee or accepted by inclusion in the Scope of Work.**

## **6. Audits, Inspections and Monitoring**

**At any time during normal business hours and as often as the U.S. Comptroller General, Auditor General of the State of Florida, or the Grantee may deem necessary, the Contractor shall make available to the Grantee for Examination, all of its records with respect to all matters covered by this Contract. The Grantee, Auditor General of the State of Florida, and the U.S. Comptroller General shall have the authority to audit, examine, and make excerpts, transcripts, and photocopies from records, including all Contracts, invoices, materials, payrolls, records of personnel, conditions of employment, computer records, and other data relating to all matters covered by this Contract. This right also includes timely and reasonable access to Contractor's or subcontractor's personnel for the purpose of interviews and discussions related to such documents (vendor Contracts).**

- a. The Grantee shall have the authority to examine the books and records used by the Contractor in accounting for expenses incurred under this Contract. Should these books and records not meet generally accepted accounting practices, the Grantee reserves the right to withhold any or all of its funding to the Contractor until such time as they do meet these standards.**
- b. The Grantee shall have the authority to examine all forms and documents used, including, but not limited to, purchase requisitions, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks, and other checks used by the Contractor.**
- c. The Grantee may require the Contractor to use any or all of the Grantee's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of all fiscal matters relating to this Contract.**
- d. The Grantee reserves the right to dispatch auditors/monitors of its choosing to any site where any phase of the program is being conducted, controlled, or advanced in any way, tangible or intangible. Such sites may include the home office, any branch office or other locations of the Contractor if such sites or the activities performed thereon have any relationship to the program covered by this Contract.**
- e. The Grantee shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler system, etc., to safeguard property and/or equipment authorized by this Contract.**
- f. Any indirect cost rate charged to this contract must be approved by the contractor's federal cognizant agency. The contractor will be required to submit a copy of the indirect cost plan and evidence of approval by its federal**

Contract #PY \*\*\*\*\*

cognizant agency to the Grantee.

- g. Subject to the discretion of the Grantee, certain authorized members of the Grantee shall have the right to be present at any and all of the Contractor's staff meetings, Board of Director's meetings, Advisory Committee meetings, and Advisory Board meetings if an item to be discussed is an item of this Contract.**
- h. The Contractor will make financial and programmatic periodic, final, close-out and annual reports as prescribed by Grantee.**
- l. The Contractor shall be responsible for securing an annual, independent audit of its operations, which will separately identify the revenues and expenditures for the services provided pursuant to this Contract.**
- j. Annual Audit Requirements. A commercial organization receiving \$25,000 or more in a fiscal year in federal financial assistance to operate a federal program and non-federal organizations including but not limited to State governments, Nonprofit organizations and Educational institutions receiving \$300,000 or more in a fiscal year in federal awards are required to have annual independent audit. Organizations receiving less than the aforementioned amounts of federal awards are hereby precluded from charging any portion of the cost of an audit to the Grantee. Contractors requiring annual audits will submit to the Grantee a copy of their annual audit within 30 days of the date the audit is released, but no later than nine months after the completion of this Contract.**
- k. The Contractor shall be responsible for meeting the audit requirements of OMB Circular A-133, including any revisions thereto.**
- l. Should the Grantee determine that a separate, independent audit of only this Contract be necessary, the Contractor warrants that it will obtain such an audit or allow the conduct of such an audit obtained by Grantee. Further, the Contractor assures that it will cooperate fully with audits conducted by State and Federal audit entities.**
- m. If the Contractor fails to perform in whole or in part under this Contract, or fails to make sufficient progress so as to endanger performance, the Grantee shall notify the Contractor of such unsatisfactory performance in writing. The Contractor shall have ten (10) working days in which to respond with a plan agreeable to the Grantee for correction of the deficiencies. If the Contractor does not respond within the appointed time, or does not respond with appropriate plans, the Grantee may terminate this Contract for cause or convenience as provided for herein.**

**When a fiscal or special audit determines that the Contractor has expended funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given**

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the opportunity to justify questioned expenditures prior to the Grantee's final determination of the disallowed costs. The Contractor agrees that any disallowed costs resulting from an audit(s) will be the sole responsibility and liability of the Contractor.

The Contractor recognizes that the Grantee, an administrative entity/grant recipient under the Act has the responsibility and possesses every authority to monitor and investigate all matters regarding compliance by the Contractor; including subcontractors, if any, with provisions of the Contract and those documents enumerated in the Contract.

The Grantee will perform program and administrative monitoring as often as deemed necessary, but at least annually.

The Grantee will issue a written monitoring report to the Contractor when deficiencies are noted. The Contractor shall have twenty (20) working days in which to respond, in writing, with a plan agreeable to the Grantee for correction of the deficiencies. If the Contractor does not respond within the appointed time, or does not respond with appropriate plans, the Grantee may terminate this Contract for cause or convenience as provided for herein.

The Contractor will develop and implement its own internal monitoring procedures to ensure that its activities are in compliance with the Contract and that adequate administrative and accounting controls are being used.

Grantee may investigate any matter it deems necessary to determine compliance with this Contract and those documents enumerated in the Contract. The investigations may include examining records, questioning employees, and entering any premises or onto any site in which any part of a program of the Contractor is conducted or in which any of the records of the Contractor are kept.

- a. The Grantee, the U.S. Secretary of Labor, the Inspector General of the U.S. Department of Labor, the U.S. Comptroller General, or their designated representatives may monitor the Contractor's operation for compliance with the terms and conditions of this Contract. To carry out this function, officials shall have access to the Contractor's office or any site at which the Contractor operates, maintains offices, or keeps books and records.
- b. Such monitoring may also include on-site monitoring of program operations; inspection and/or transcription of any and all program reports, documents, records, third party agreements and Contracts; interviews with any beneficiary; or observations of any actions covered under this Contract.
- c. The management, administration, and implementation of all terms and conditions of this Contract shall be performed in a manner satisfactory to the Grantee. The Grantee may act in its own best interest including, but not limited to:
  - (1) Requiring a written report of corrective action within specific time frames;

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- (2) Withholding payment;
- (3) Disallowing inappropriate claims, payments, or costs;
- (4) DE obligating Contract funds; or
- (5) Terminating or suspending this Contract.

If the Contractor determines that the program described in this Contract is not functioning as intended, the Contractor shall notify the Grantee immediately by telephone, followed by written notice, which may result in bilateral corrective action, or adjustment of the Contractual terms through modification of this Contract.

## **7. Retention of Records**

As specified in the State of Florida General Records Schedule (GRS) GSI-L, the Contractor will retain all records pertinent to the Contract including financial, statistical, property, participant, and supporting documentation as follows:

- a. For five (5) fiscal years after completion of project provided applicable audits have been released.
- b. Project completion has not occurred until all reporting requirements are satisfied and final payments have been received.
- c. For five (5) years following final disposition of nonexpendable property.
- d. If any litigation, audit or claim remains unresolved at the expiration of the longest of the hereinabove stated periods, then the records will be retained until all outstanding issues have been resolved.

If the Contractor is not able to retain the necessary participant and financial records, it shall transfer such records to the Grantee. Such records shall be transmitted to the Grantee for acceptance in an orderly fashion, with documents properly labeled and filed and in an acceptable condition for storage.

**Rights of Inspection:** The Grantee may terminate this Contract without advance notice if the Contractor fails or refuses to permit inspection of its books and records by duly authorized Federal, State and Grantee representatives, or any person seeking inspection of the Contractor's records pursuant to the Florida Public Records Law, Chapter 119, Florida Statutes.

Program participant confidentiality will be maintained in accordance with the following policy:

1. Participant files will be e-filed in the ATLAS system. If any part of the Contract #PY \*\*\*\*\*

participant's file is kept in hard copy by the Contractor, the record documents will be maintained in a safe, secure and locked filing system.

2. Only persons having a need to consult or handle records will be authorized to access records.
3. Sign-out procedures will be used for checking records in and out including acknowledgment of responsibility for the records by the person checking them out.
4. Officials will be restricted to gathering information on participants/applicants to the extent provided for by the Law.
5. Officials will be allowed access to records as provided for in law, rule or official policy and information contained in records will be disclosed to properly authorized officials as provided for in the Law.
6. Records will be released to unauthorized or unofficial parties only
  - under a court issued subpoena or lawful order as part of a court proceeding or as part of an investigation; or
  - at the request of, and on the express written consent of, the participant/applicant, notwithstanding provisions of Chapter 119, Florida Statutes.

The Contractor will ensure all documents generated on any participant are e-filed in the Grantee's file system, ATLAS. This includes all documents that make up the complete participant file, including but not limited to: Assessment records, counseling notes, MIS forms, etc. Once the customer record is considered closed, all records must be transmitted to the Central Records Unit.

The Contractor will grant access to and the right to copy any books, accounts, records, correspondence or other documents pertinent to the Contract that are in the possession, custody or control of the Contractor or its agents, assignees or subcontractors by the duly authorized Federal, State and Grantee representatives.

This clause shall be inserted by the Contractor in agreements with its subcontractors, if any. Grantee will provide the Contractor appropriate notice of its intent to gain access to the Contractor's records, except that Grantee reserves the right to access Contract records on demand without notice.

## 8. Financial Management

The Contractor must account for financial transactions using internal control procedures which meet Generally Accepted Accounting Principles, requirements of Generally Accepted Governmental Auditing Standards, and all Federal, State and Local rules,

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regulations and statutes. The Contractor will develop, implement, and maintain internal control policies and procedures that address all areas of financial management. Those areas include, but are not limited to the following:

- a. Cash Receipts
- b. Cash Disbursements
- c. Payroll
- d. Personnel
- e. Purchasing
- f. Subsidiary Ledgers and Journals
- g. Bonding/Employee Dishonesty Insurance – The Contractors employees who handle cash, accounts and negotiable instruments must be bonded or insured up to an amount equal to or greater than the sum of cash disbursements and cash receipts for any given week.
- h. Cost Allocation Plan
- i. Equipment and Property – An annual inventory of these items will be taken and certified to the Grantee. All items having an acquisition unit cost of \$500.00 or more with a useful life of one year.
- j. Annual authorization to Incur travel expenses for all staff

#### **9. Salary and Bonus Limitations**

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds 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, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133.

#### **10. Billing and Payment Conditions**

Form and content of billings will be as prescribed by Grantee.

The Contractor understands and agrees that Grantee may withhold payments to which the Contractor is otherwise entitled for failure of the Contractor to meet or make substantial progress towards meeting the Contract's scope of work objectives.

Grantee may withhold payments in whole or part pending the results if actions are taken to terminate for cause is invoked.

#### **11. Documentation Required for Reimbursement**

The Contractor will maintain procedures and systems that will account for individuals served under the Contract, the Contract services provided to individuals, the relationship between individuals served and services provided; and Contract expenditures. Further, the

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system must be capable of accounting for all transactions made and generating information at both discrete and summary levels of detail. The Contractor will follow any programmatic procedures and systems prescribed by Grantee.

## **12. Fiscal Responsibilities, Payments, Fiscal Limitations and Requirements**

The Contractor will maintain an accounting system on the accrual basis that meets generally accepted principles, practices and standards for an accounting system and which will permit tracing of Contract funds from source documents through summary reports. Further, the accounting system will account for Contract expenditures at a level of detail that assures that each and every expenditure is an allowable cost under WIOA and/or WTP and the Contract, and is reasonable and necessary to the operation of the Contract and is allocable to the Contract and the cost category charged. The Contractor will provide at a minimum, quarterly reports which show accrued expenses by functional expense category for WIOA and/or WTP. The quarters end March 31, June 30, September 30, and December 31st of the contract period.

- a. The Contractor shall establish and maintain an auditable system, in accordance with recognized accounting practices and the Grantee requirements for fiscal and program reports. This includes establishing internal management controls to ensure that Contractual activities are properly and adequately reported. The Contractor will prepare and submit reports in conformity with the Grantee's designated formats and schedules. The Contractor shall maintain records specified by the Grantee and retain such reports for five (5) years from the date all audits are completed and findings on all claims have been finally resolved.
- b. The Contractor agrees that payments are predicated upon properly documented proof completed in accordance with the terms of this Contract. The Contractor shall submit an invoice for payments due no later than the fifteenth (15th) calendar day of the month following the reporting period. The Grantee shall make payments to the Contractor within forty-five (45) days of written receipt and acceptance of each invoice by the Grantee's fiscal manager. Failure to comply with invoicing requirements may result in a delay of reimbursement.
- c. Contractors understands and agrees with the provision that Grantee will not honor requests for cash advances.

Contractors shall adequately safeguard all such assets and assure they are used solely for authorized purposes. Contractors shall maintain advances of Federal funds in interest bearing accounts, unless one of the following paragraphs applies:

- (1) The recipient receives less than \$120,000 in Federal awards per year.

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- (2) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on Federal cash balances.
- (3) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources. (29 CFR 95.22)

If program income is generated, Contractor will submit a plan to CLMRWDB for the use of such income. Contractor agrees to use program income only in accordance with a plan approved by CLMRWDB. Any cash advance in excess of actual expenditures or program income, to include any interest therein, not expensed by the termination date of this Contract will be returned to CLMRWDB at the end of the year to be processed in accordance with local procedures outlined in Financial Policy, Section XIV, to ensure compliance with the requirements of the State's instructions in its disposition.

- d. The Grantee shall supply such items of equipment as may be reasonable and necessary, as determined by the Grantee, in support of the Contractor's activities described herein, provided that any and all such purchases, or other methods of supply of equipment shall be made in accordance with OMB Circular A-102 and the Grantee's Procurement Policies. It is additionally understood and agreed that supplies and equipment which are non-consumable (those items with an expected life of more than one year with an acquisition cost of \$500 or more per item) are to be accounted for and reported to Grantee in writing. Such items shall be the property of the Grantee and the Contractor shall promptly deliver the same to the Grantee upon any cancellation or termination of this Contract.

The Contractor shall establish such standards and procedures as are required of a recipient of funds under WIOA and/or WTP to assure against program abuses including, but not limited to:

mis-expenditure of funds; nepotism; conflicts of interest; the charging of fees in connection with participation in the program; excessive or unreasonable legal fees; the improper co-mingling of funds received from other sources, the failure to keep and maintain sufficient, auditable, or otherwise adequate records; political patronage; violations of applicable child labor laws; and use of funds for political (including lobbying), religious, anti-religious, unionization, or anti-unionization activities.

Should the Contractor or its subcontractors, if any, misspend or misuse Contract funds; the Contractor, upon such finding and determination, shall be held liable for the repayment of such amounts determined to have been misspent or unallowable due to willful disregard of the requirements of WIOA and/or WTP or the Contract, gross negligence, or failure to observe accepted standards of administration.

Misspent or misused funds shall be explicitly understood by the Contractor to include

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expended costs, budgeted or otherwise, which are determined through audit or otherwise to be unreasonable, unnecessary or mis-allocated. Repayment of misspent funds shall be from sources other than those provided under the Contract or through WIOA and/or WTP, notwithstanding any other provisions of the Grantee's Debt Collection Procedure.

### **13. Method of Payment**

The Contractor will be paid for Contract budgeted costs that are actually incurred in delivering the specified scope of work. Compensation to the Contractor is further conditioned on applicable WIOA and/or WTP funds being continuously made available to and being received in a timely manner by Grantee through the WIOA and/or WTP funding mechanism in amounts sufficient to reimburse costs as provided for herein.

It is understood and agreed by and between the parties to this Contract that the Contractor's payment will be conditioned upon satisfactory performance. Satisfactory performance in this case is defined in both Exhibit III, the Statement of Work/Scope of Work and Exhibit V, Performance Requirements.

### **14. Program Income**

Contractor hereby agrees to report quarterly any WIOA and/or WTP income earned as a result of the above cited Contract for WIOA and/or WTP services. Such program income will be reported to CLMRWDB for the purpose of complying with Regulations. Program income shall be used in accordance with WIOA and/or WTP Regulations. The use of such income will be reported to CLMRWDB as a quarterly expense. Any program income not expensed by the termination date of this Contract will be repaid to CLMRWDB so that it may comply with the requirements of the State's instructions in its disposition.

If such program income is generated, Contractor will submit a plan to CLMRWDB for the use of such income. Contractor agrees to use program income only in accordance with a plan approved by CLMRWDB. CLMRWDB will not unreasonably withhold its approval provided the plan is consistent with 20 CFR 627.450 or State policy and the purpose contained in the original Contract cited above.

### **15. Cost Allocation**

All costs under this contract must be properly allocated to WIOA and/or WTP funding sources. All time must be allocated using a procedure approved by CLMRWDB Finance and Audit Manager. A cost allocation plan must be submitted to CLMRWDB Finance and Audit Manager for approval prior to use.

### **16. Availability of Funds**

The Grantee through duly authorized representatives, shall have the obligation to:

- a. Notify the Contractor of any changes in the Act or WIOA and/or WTP regulation, rule and law that is specifically named and incorporated into this

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**Contract which may affect the Contractor's performance under the terms and conditions of this Contract.**

- b. Provide to the Contractor prescribed reporting forms, along with written instructions and procedures, required by the Grantee.**

## **17. Procurement**

**Procurement of property, goods and services from Contract funds shall be governed by Grantee's Procurement Policy or the Contractor's procurement policy and practices, provided they are consistent with the Office of Management Budget OMB Circular A-102. A copy of the Grantee's Procurement Policy is available upon request. Should the Contractor determine to use their internal Procurement Policy, a copy of said policy shall be forwarded with the signed contract to the Grantee. In the case of a conflict of policies, Grantee's Procurement Policy shall take precedence. Compliance shall be the express requirement of the Contractor.**

## **18. Compliance with WIOA and/or WTP**

**The Contractor assures that it will comply with the requirements of WIOA and/or WTP regulations and policies promulgated hereunder. The Contractor further agrees to comply with all subsequent revisions, modifications and amendments to WIOA and/or WTP regulations. Failure by the Contractor to accept or comply with changes to WIOA and/or WTP regulations which affect the terms of this Contract, and which the Grantee shall present, in writing, shall be sufficient basis for termination by the Grantee.**

**This Contract flows from and will be operated in accordance with the following listed documents which by reference are made a part of this Contract as if they were set forth herein.**

- a. The WIOA and any revisions thereto; and**
- b. Workforce Florida Act of 1996 (FS Section 288.9950) and any revisions thereto; and**
- c. The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Public Law 104.193) and any revisions thereto; and**
- d. Florida's Workforce Innovation Act of 2000, WTP including rules and regulations promulgated under the Act and any regulations and revisions thereto; and**
- e. Florida State rules, policies and procedures established pursuant to the authority granted the State under WIOA and any changes thereto; and,**
- f. The in-effect WIOA Plan which includes the Workforce Innovation and Opportunity Act, Wagner-Peyser Act and Welfare Transition Program for Region 10 and any modifications or changes thereto, and all applicable**

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policies issued by the CLMRWDB.

If a conflict arises in the interpretation of the Contract, then the hereinabove listed documents will take precedence in the order provided over the Contract for resolving the conflict. The extent of any defect found in the Contract relative to any of these documents is limited to those clauses of the Contract affected and is not to be construed to render the entirety of the Contract defective.

Grantee shall have sole authority to interpret this Contract and any matters appertaining thereto. Verbal representations made by either Contractual party to the other or by a third party to either of the Contractual parties shall not be considered binding interpretations of the Contract.

**19. Compliance with Federal, State, and Local Laws, Regulations, Rules, Directives, Issuances and Ordinances**

- a. The Contractor further assures that it will adhere to and comply with any and all applicable Federal, State, and Local statutes, rules, regulations, directives, issuances and ordinances in effect or promulgated during the term of this Contract of any extensions thereof, and will require any subcontractors to do likewise.
- b. The Contractor understands and agrees that verbal communication between the parties will not be accepted in any audit determination or other matter involving interpretation of the rules, policy directives, and regulations governing the implementation of program activities under this Contract.
- c. The Contractor understands and further assures that it will adhere to and comply with any and all applicable administrative requirements and information; general specifications; and, performance driven cost reimbursement Contracting manual requirements set forth in the Request for Proposals (RFP) package.

**20. Non-Discrimination, Equal Opportunity and Affirmative Action**

The Contractor agrees to comply with Public Law 97-300, Title VI and VII of the Civil Rights Act of 1964, as amended; Age Discrimination Act of 1975, as amended; Section 504 of the Rehabilitation Act of 1973 as amended by the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, as amended; Workforce Innovation and Opportunity Act, 29 CFR 37, including the Nontraditional Employment for Women Act of 1991; and the Florida's Human Rights Act of 1977; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37.

The Contractor further agrees that no individual, on the grounds of race, creed, color, disability, national origin, sex, age, political affiliation, veteran or marital status shall be excluded from participation in, denied benefits of, or otherwise be subjected to

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discrimination under any program or activity funded in whole or in part with funds made available under the Contract.

It is also agreed that participation in programs and activities shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees and parolees, and other individuals authorized by the Attorney General to work in the United States. The Contractor will comply with the State's affirmative action requirements and will maintain an in-force and up-to-date Affirmative Action Plan, which by reference is considered to be and made a part of this Contract, on file with Grantee at all times.

The Contractor assures that all programs and activities, conducted under this Contract, are accessible to the disabled. Where the physical facilities are not accessible, an alternate plan for accessing the program or activity must be developed, approved by Grantee and retained on file.

The following legislation provides persons with disabilities certain protection and/or employment opportunities:

- As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
  - Section 188 of the Workforce Innovation and Opportunity Act which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;
  - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
  - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
  - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
  - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

- Wagner-Peyser Act, as amended by the Workforce Innovation and Opportunity Act
- Non-discrimination and Equal Opportunity provisions of WIOA, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act, Section 504 of the Rehabilitative Act, Title IX of the Education Act, and the Nontraditional Employment for Women Act.
- The Rehabilitation Act of 1973, Public Law 93-112, as amended December 1974. (29

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U.S.C. 706 and 793), as amended by sec. 111, P.L. 93-516: sec. 103(d)(2)(B), P.L. 99-506: sec. 9, P.L. 100-259: sec. 512, P.L. 101-336: and secs. 102 and 505, P.L. 102-569.

- All applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program(s) associated with this Contract.

Provisions must also be made for the limited English speaking and vision and sensory impaired. These provisions include: having a plan to provide, when necessary, interpreters and sign language assistance, assuring adequate staff or other sources are available to adequately communicate with non-English speaking applicants.

- a. The Contractor assures that no person with responsibilities in the operation of any program under this Contract will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, religion, sex, age, political affiliations or beliefs, disability or due to participation in this program.
- b. The Contractor further agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, creed, color, national origin, sex, age, political affiliations or beliefs, disability or due to participation in this program. Breach of this covenant may be regarded as material breach of this Contract and cause for termination.
- c. The Contractor further agrees to furnish the Grantee with employment data and such other information as the Grantee may require regarding the Contractor's hiring practices in conjunction with this Contract.

## 21. Complaints and Grievances

The Contractor, as a sub-recipient of WIOA and/or WTP funds, shall follow the Grantee's "Grievance Procedure" in resolving complaints or grievances brought against the Contractor's program by participants or other parties.

The Contractor shall not discharge or in any manner discriminate against any individual in connection with the administration of the program, or against any individual because such individual has filed any complaint or instituted or caused to be instituted any proceeding under or related to the Act, or WIOA and WTP or has testified or is about to testify in any such proceeding or investigation under or related to the Act or WIOA and WTP or otherwise unlawfully deny to any individual any benefit to which that participant is entitled under the provisions of the Act or WIOA and WTP.

## 22. Artificial Barriers

The Contractor shall contribute to the maximum extent feasible, the elimination of artificial barriers to employment and occupational advancement.

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### **23. Fundraising or Lobbying Activities**

**No funds made available under the Act or WIOA and/or WTP shall be used in any way for lobbying or fundraising activities.**

### **24. Unionization**

**No funds made available under the Act or WIOA and/or WTP shall be used in any way to either promote or oppose unionization.**

### **25. Gratuity**

**No officer, employee or agent of the Contractor shall solicit or accept gratuities, favors or anything of monetary value from any actual or potential subcontractors and/or their respective clients with regards to this Contract.**

### **26. Sectarian Activities**

**Participants in the program will not be employed in the construction, operation, or maintenance of any facility which is used for Sectarian instruction or worship.**

### **27. Child Labor**

**All Contractors shall comply with applicable Federal, State, and local child labor laws.**

### **28. Indemnification and Insurance**

**Grantee will maintain in full force and effect policies of insurance providing liability coverage in amounts sufficient to cover any loss and damages as a result of activities and services provided for under this contract. In addition to the Grantee's coverage, the Contractor must maintain a minimum of \$1,000,000 in liability insurance, and annually provide a copy to Grantee to ensure coverage. The Contractor shall maintain evidence of automobile liability insurance coverage for those employees who may transport participants in their privately owned vehicles. Notwithstanding the foregoing, if the Contractor is a state agency or subdivision as defined by 768.28, Florida Statutes, the contractor shall furnish the grantee, upon request, written verification of liability insurance in accordance with 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in 768.28, Florida Statutes.**

### **29. Liability for Damages**

**Notwithstanding any term or condition of this Contract to the contrary, the Contractor shall not be relieved of liability to the Grantee as a result of Contract performance.**

### **30. Theft or Embezzlement of Employment and Training Funds**

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The Contractor shall be liable for prosecution under the criminal provisions of the 18 U.S.C. 665 for theft or embezzlement of employment and training funds.

### **31. Employee Displacement (Maintenance of Effort)**

No currently employed worker shall be displaced by any participant, including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits. No participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the Act or WIOA and/or WTP. No jobs shall be created in a promotional line that will infringe, in any way, upon the promotional opportunities of currently employed individuals.

### **32. Clean Air Act of 1970, Federal Water Pollution Control Act, Patents and Copyrights and State Energy Plan**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended, and Federal Water Pollution Control Act, as amended, Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15), and to report any violations of said standards, orders or regulations to the Grantee and the U.S. Environmental Protection Agency Regional Office.

The Clean Air Act of 1970, as amended, is to establish federal standards for air pollutants from stationary and mobile sources and to work with the states to regulate polluting emissions. It is designed to improve air quality in areas of the country which do not meet federal standards and to prevent significant deterioration in areas where air quality exceeds those standards.

The Federal Water Pollution Control Act, as amended, is to restore and maintain the chemical, physical and biological integrity of the nation's waters.

The Contractor agrees to comply with all federal requirements regarding Patents and Copyrights and the adherence to the State Energy Conservation Plan.

### **33. Performance Requirements**

Performance requirements for the Contractor are contained in Exhibit V.

### **34. Assumption of Liability With Respect to Certain Contractor Eligibility Determinations**

The parties agree that should Contractor render services to any program participant prior to the Contractor receiving certification that the participant is eligible, Contractor shall be liable for any questioned or disallowed costs incurred prior to eligibility certification which result from a subsequent determination that the participant is not eligible to participate in the program.

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### **35. Programmatic Participant Records Management**

An individual file used by counselors in dealing with specific clients will be established for each participant. All of the documents that make up this file will be e-filed (scanned) into the file management system, ATLAS, by Contractor staff. The participant files may consist of, but is not limited to, counseling notes, recommendations for changes to the Individual Service Strategy (ISS) or Individual Responsibility Plan (IRP), fund coordination and general information about the specific participant.

### **36. Financial Assistance Procedures (Pell Grant, HEA, et al)**

In the event the Contractor provides Case Management or Training Services, it is the responsibility of Contractor staff to have every participant file for Pell Grants and other HEA funding/assistance and to reconcile all funding received to insure non-duplication of payments for services. This includes, but is not limited to retaining a copy of the initial application(s) for Pell Grants and/or HEA funding in each case file and documentation of these actions in the Individual Responsibility Plan (IRP) or Individual Service Strategy (ISS). The Contractor will follow OPS-27.

### **37. Sanctions**

In accordance with 20 CFR 97.36(l)(1), CLMRWDB will provide for sanctions and penalties as may be appropriate for any administrative, contractual or legal remedies in instances where Contractors violate or breach contract terms.

- A. Termination for Breach – CLMRWDB may terminate this Contract for any breach of the contract terms, non-performance or failure to achieve performance goals, upon no less than thirty (30) days’ notice in writing to Contractor. If applicable, the funding entity may employ default provisions in Chapter 60A-1.006(3), FAC. Waiver of any breach in a provision of this Contract shall not be deemed a waiver of any other or subsequent breach and shall not be construed as a modification of the terms of this Contract. In the event of termination pursuant to this paragraph, Contractor shall be compensated only for work satisfactorily completed prior to notification of termination, less any damages incurred as a result of breach or non-performance. This provision does not limit CLMRWDB’s right to remedies at law or in equity.**
- B. Remedies for Breach – In the event of a breach by Contractor of any of the terms or conditions of this Contract, CLMRWDB may elect one or more of the following remedies:**
  - 1. Requiring a written report of corrective action within a specified time frame;**
  - 2. Withholding payment;**
  - 3. Formal Audit of funds spent to date;**
  - 4. Removal from CLMRWDB’s Bidder List;**
  - 5. Disallowing claims, payments or costs;**

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6. Deobligating contract funds;
7. Legal actions to recoup unspent funds;
8. Increasing monitoring of program operations;
9. Suspending or terminating the Contract;
10. Legal actions as warranted.

### **38. Labor Standards - Displacement Prohibitions**

**WIOA Section 181(b) states:**

#### **(2) Displacement:**

**(A) Prohibition.** A participant in a program or activity authorized under this title (referred to in this section as a "specified activity" shall not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).

**(B) Prohibition on impairment of contracts.--**A specified activity shall not impair an existing contract for services or collective bargaining agreement, and no such activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.

**(3) Other prohibitions.** A participant in a specified activity shall not be employed in a job if -

**(A)** any other individual is on layoff from the same or any substantially equivalent job;

**(B)** the employer has terminated the employment of any regular employee or otherwise reduced the workforce of the employer with the intention of filling the vacancy so created with the participant; or

**(C)** the job is created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals (as of the date of the participation).

**(4) Health and safety.** Health and safety standards established under Federal and State law otherwise applicable to working conditions of employees shall be equally applicable to working conditions of participants engaged in specified activities. To the extent that a State workers' compensation law applies, workers' compensation shall be provided to participants on the same basis as the compensation is provided to other individuals in the State in similar employment.

**(5) Employment conditions.** Individuals in on-the-job training or individuals employed in programs and activities under this title, shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work.

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**(6) Opportunity to submit comments.** Interested members of the public, including representatives of businesses and of labor organizations, shall be provided an opportunity to submit comments to the Secretary with respect to programs and activities proposed to be funded under subtitle B.

**(7) No impact on union organizing.** Each recipient of funds under this title shall provide to the Secretary assurances that none of such funds will be used to assist, promote, or deter union organizing.”

**The Contractor agrees to take all appropriate steps to insure that no funds are used in contravention of the provisions cited above.**

### **39. Notices**

**Transmittal of notices regarding this contract from the Contractor to the Grantee shall be made in writing detailing information which effects the contract. These notices shall be sent to: Thomas E. Skinner, Chief Executive Officer, CLMRWDB, 3003 SW College Road, Suite 205, Ocala, FL 34474. All notices should include the program name, the contract number and date change takes effect.**

### **40. Notice of Requirements Pertaining to Rights to Data.**

**Specifically, the awarding agency and the Department of Labor shall have unlimited rights to any data first produced or delivered under the agreement (agreements which involve the use/development of computer programs/applications, or the maintenance of databases or other computer data processing program, including the inputting of data).**

### **41. Headings**

**Headings contained in the Contract are provided for ease of reference and are not to be construed as part of the Contract.**

### **42. Page Numbers**

**Page numbers throughout this Contract are consecutive from page 1 through the Signature Page of the pre-formatted Boiler-Plate Contract. Pages inserted within the Contract under Statements/Certifications and any Exhibits will be numbered with the appropriate section page number followed by A, B, C, or -1, -2, -3, etc., until each page inserted in those areas are counted in the Contract.**

### **43. 501(c) Disclosure**

**A tax-exempt organization under s.501(c) of the Internal Revenue Code of 1986 which receives funds under this chapter must disclose receipt of federal funds on any advertising, promotional, or other material in accordance with federal regulations.**

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#### **44. Termination for Cause**

If, through any cause, the Contractor shall fail to fulfill its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of the Contract, the Grantee shall thereupon have the right to terminate this Contract, by giving written notice to the Contractor (via register mail, return receipt requested) of such termination and specify the effective date thereof, at least fifteen (15) days before the effective date of such termination. The Contractor has 30 days from the termination date to close this Contract.

Anything to the contrary notwithstanding, cancellation shall be instant if at any time the Department of Labor or the State of Florida cancels, fails to fund or otherwise terminates or negates the Grant through which this Contract is funded. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Grantee, become the Grantee's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any breach of the Contract by the Contractor, and the Grantee may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Grantee from the Contractor is determined.

It is expressly agreed that the Grantee's determination as to the quality and acceptability of services under this Contract shall be conclusive, subject to any rights of appeal available to the Contractor.

#### **45. Termination for Convenience**

- a. Either party may request termination for convenience by providing the other with no less than thirty (30) calendar days written notice (via register mail, return receipt requested) prior to the effective date of such termination.
- b. The performance of work under the Contract may be terminated, in whole, or from time to time, in part, by the Grantee whenever the Grantee determines that such termination or suspension is in the best interest of the Grantee and the CLMRWDB. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination (via registered mail, return receipt requested) specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. In no instance shall a termination for convenience be effective in less than fifteen (15) days after receipt of notice thereof.
- c. After receipt of the Notice of Termination, the Contractor shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. The Contractor has 30 days

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from the termination date to close this Contract. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments, the Contractor agrees to:

- (1) Settle all outstanding liabilities and all claims arising out of such cancellation of commitments; or ratify all such settlements; and,
- (2) Assign to the Grantee in the matter, at the time and to the extent directed by the Grantee, all of the rights, title, and interest of the Contractor under the orders and Sub-Contracts so terminated.

46. **Counterparts to the Contract:** This Contract will be executed in two exact counterparts by original signature of the parties' representatives. Grantee will furnish the Contractor with one of the two originally executed counterparts.

47. **Acronyms**

AA	Affirmative Action
ABE	Adult Basic Education
ACT	Personal Responsibility & Work Opportunity Reconciliation Act of 1996
ADA	Americans with Disabilities Act
ALMIS	America's Labor Market Information System
ARRA	American Recovery and Reinvestment Act
CBO	Community Based Organization
CEO	Chief Elected Official
CF	College of Central Florida
CFDA	Catalog of Federal Domestic Assistance
CFR	Code of Federal Regulations
CIP	Classification of Instructional Program
CLMRWDB	Citrus Levy Marion Regional Workforce Development Board
CLM	(CLM) Citrus Levy Marion
CRT	Classroom Training
CSCLM	CareerSource Citrus Levy marion
CSWEX	Community Service Work Experience
DCF	Department of Children & Families
DEO	Department of Economic Opportunity
DOE	Department of Education
DOL	Department of Labor
DOT	Dictionary of Occupational Titles
DVOP	Disabled Veteran Outreach Program
DVR/VR	Division of Vocational Rehabilitation
DW	Dislocated Worker
ED ( C)	Economic Development (Council)
EEO (C)	Equal Employment Opportunity (Commission)

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<b>EER</b>	<b>Entered Employment Rate (Job Placement Rate)</b>
<b>EFM</b>	<b>Employ Florida Marketplace</b>
<b>ESL/ESOL</b>	<b>English as a Second Language</b>
<b>EST</b>	<b>Employment Skills Training</b>
<b>ETA</b>	<b>Employment and Training Administration (USDOL)</b>
<b>EZ</b>	<b>Enterprise Zone</b>
<b>FBO</b>	<b>Faith Based Organization</b>
<b>FETPIP</b>	<b>Florida's Education and Training Placement Information Program</b>
<b>FY</b>	<b>Fiscal Year</b>
<b>GED</b>	<b>General Equivalency Diploma</b>
<b>HEA</b>	<b>Higher Education Act</b>
<b>IEP</b>	<b>Individual Employment Plan</b>
<b>IRP</b>	<b>Individual Responsibility Plan</b>
<b>I/S</b>	<b>In School</b>
<b>ISS</b>	<b>Individual Service Strategy</b>
<b>ITA</b>	<b>Individual Training Account</b>
<b>ITN</b>	<b>Invitation to Negotiate</b>
<b>LEA</b>	<b>Local Education Agency</b>
<b>LEO</b>	<b>Local Elected Official</b>
<b>LLSIL</b>	<b>Lower Living Standard Income Level</b>
<b>LMA</b>	<b>Labor Market Area</b>
<b>LMI</b>	<b>Labor Market Information</b>
<b>LVER</b>	<b>Local Veteran's Employment Representative</b>
<b>MIS</b>	<b>Management Information Systems</b>
<b>MMR</b>	<b>Monthly Management Report</b>
<b>MSA</b>	<b>Metropolitan Statistical Area</b>
<b>NACO</b>	<b>National Association of Counties</b>
<b>NAWB</b>	<b>National Association of Workforce Boards</b>
<b>NAWDP</b>	<b>National Association of Workforce Development Professionals</b>
<b>NEG</b>	<b>National Emergency Grant</b>
<b>NFA</b>	<b>Notice of Funds Available</b>
<b>OJT</b>	<b>On The Job Training</b>
<b>OMB</b>	<b>Office of Management &amp; Budget</b>
<b>O/S</b>	<b>Out of School</b>
<b>OSMIS</b>	<b>One Stop Management Information System</b>
<b>OST</b>	<b>Occupational Skill Training</b>
<b>OY</b>	<b>Older Youth</b>
<b>PY</b>	<b>Program Year</b>
<b>RFB</b>	<b>Request for Bid</b>
<b>RFP</b>	<b>Request For Proposal</b>
<b>RFQ</b>	<b>Request for Quotation</b>
<b>SIC</b>	<b>Standard Industrial Code</b>
<b>SNAP</b>	<b>Supplemental Nutrition Assistance Program</b>
<b>TAA</b>	<b>Trade Adjustment Assistant</b>
<b>TABE</b>	<b>Test of Adult Basic Education</b>
<b>TANF</b>	<b>Temporary Assistance for Needy Families</b>
<b>TCA</b>	<b>Temporary Cash Assistance</b>

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TJTC	Targeted Jobs Tax Credit
UC	Unemployment Compensation
VR	Vocational Rehabilitation
WDB	Workforce Development Board
WEX	Work Experience
WFI	Workforce Florida, Inc.
WIOA	Workforce Innovation and Opportunity Act
WOTC	Work Opportunity Tax Credit
WP	Wagner-Peyser
WTI	Withlacoochee Technical Institute
WTP	Welfare Transition Program
WtW	Welfare to Work
YY	Younger Youth

**48. Sarbanes-Oxley Act of 2002 and Section 1553, Federal Acquisition Regulation Case 2009-012, ARRA**

As specified in the Sarbanes-Oxley Act of 2002 and Section 1553, Federal Acquisition Regulation Case 2009-012, ARRA: It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC). It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC). The contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub L.111-5).

**49. Reporting Of Additional Funding Sources**

Upon acceptance of a Workforce grant award, Contractor accepts responsibilities involving the management and administration of programmatic, financial and reporting aspects of the grant project. Communication and coordination between the Grantee and Contractor is essential for a successful grant project. Contractor is responsible to immediately notify Grantee of all additional funding received, directly or indirectly, and the sources that have a significant impact on Workforce grant-supported projects/activities.

This information may be required where collaboration and/or coordination with other programs, services, or activities are required or desired. In these cases, Contractors must describe how activities funded from this grant will be coordinated with other programs, services, and activities funded from other sources. The purpose of such coordination is to ensure that:

- the use of funds from all sources is maximized;
- program services and activities are not duplicated among programs; and
- services are provided to participants in an integrated, coherent fashion.

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Contractor will complete CareerSource Citrus Levy Marion form # FM-WC-020, and labeled as Exhibit IX. Once the information is received, CareerSource Citrus Levy Marion and Contractor will discuss the impact of the additional funding and if appropriate, modify the existing contract.

#### **50. Contract Closeout Procedures**

Closeout procedures for contracts/grants are necessary to ensure the timely closure of contracts, and to facilitate the timely and accurate financial and programmatic information reporting as required by federal and state mandates. Contractor agrees to adhere to the specific closeout actions and procedures as required by CareerSource Citrus Levy Marion's policy LOP-WC-025 and/or additional Board instructions after receipt of notice of termination of a contract/grant or at the end of the contracted period. Contractor also agrees to provide additional information and/or documents that may be required to effectively terminate the contract which may not be explicitly mentioned or enumerated in the local operating policy.

#### **51. Intellectual Property Rights**

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: (a) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and (b) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

#### **52. Priority of Service**

For projects funded with ARRA funds, Priority of service must be applied when the individual is being served using these funds. Priority must be given to recipients of public assistance and low-income individuals. When veteran's priority is applied in conjunction with the statutory priority referenced in ARRA priority for recipients of public assistance and low-income individuals, veterans and eligible spouses who are members of the priority group must receive the highest priority within that priority group, followed by non-veteran members of the ARRA priority group.

#### **53. Green Jobs Act of 2007**

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Contractor is subject to the administrative standards and provisions of the Green Job Act of 2007, Public Law 110-140, 121 Stat. 1748 (codified at 29 U.S.C. 2916).

#### 54. Marketing and Communications

All marketing and instructional materials produced under this agreement should recognize that the program is a partnership between **XXXXXXXX** and CareerSource Citrus Levy Marion under a grant through the US Department of Labor. When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part with Federal money, all Contractors receiving Federal funds, shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and (2) the dollar amount of Federal funds for the project or program.

#### 55. Required Language on Products Developed With Grant Funds

If applicable, Grantee and Contractor must include the following language on all products developed in whole or in part with grant funds:

*“This workforce solution was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes are permissible. All other uses require the prior authorization of the copyright owner.”*

#### 56. Restrictions on Food and Beverage Costs

As a subrecipient of federal and state financial assistance (“grants”), which are provided to the Contractor by CareerSource Citrus Levy Marion in the performance of this contract, Contractor is responsible for following the below guidelines as established by s. 445.007(10), Florida Statutes:

**“State and federal funds provided to the regional workforce boards may not be used directly or indirectly to pay for meals, food, or beverages for board members, staff, or employees of regional workforce boards, Workforce Florida, Inc., or the Agency for Workforce Innovation except as expressly authorized by state law. Preapproved, reasonable, and necessary per diem allowances and travel expenses may be reimbursed. Such reimbursement shall be at the standard travel reimbursement rates established in s. 112.061 and shall be in compliance with all applicable federal and state requirements. Boards are prohibited from expending state or federal funds for entertainment costs and recreational activities for board members and employees as these terms are defined by 2 C.F.R. part 230.**

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In accordance with DEO FG-071 dated May 7, 2012, the following exception applies to the policy as it pertains to Workforce Youth Services Program participants: *“State and federal funds may be used to provide food, beverage or dining activities for youth enrolled and participating in workforce youth programs provided that participants are not reimbursed in excess of the state per diem amounts for the specific meal or if contracted for by the regional workforce board, that such expenditures for all food and beverage per person per meal (including any associated costs such as, but not limited to, sales tax and service) shall not exceed those amounts stated in Florida Statutes 112.061(6)(b).”*

#### **57. Restrictions on Contracts With Grantee Board Members**

Any agreement between the CLMRWDB and an organization or individual represented on the Grantee’s Board of directors must be approved by a two-thirds vote of the Board. Any expenditures prior to the date of approval shall not be reimbursed to the organization or individual represented on the Board of Directors if the contract is rejected by a vote of the Board.

**58. Contractor agrees to comply with the Davis-Bacon Act as amended, as supplemented, the Copeland Anti-Kickback Act , as supplemented, and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented, regarding labor standards for federally assisted construction subagreements.**

#### **59. Rights to Inventions Made Under Contract**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### **60. Stevens Amendment**

The funds related to this agreement are provided in entirety by the United States Department of Labor. No funds used in this contract are non-federal funds.

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**STATEMENTS/CERTIFICATIONS**

Contract #PY \*\*\*\*\*

## STATEMENT OF CONTRACTOR'S MAINTENANCE OF PARTICIPANTS AND FINANCIAL RECORDS

The following individual(s) and site(s) have been delegated signatory authority for the program's participant and financial documents:

1. \_\_\_\_\_  
Typed Name/Title of Signee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

2. \_\_\_\_\_  
Typed Name/Title of Signee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

3. \_\_\_\_\_  
Typed Name/Title of Signee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

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## CONFLICT OF INTEREST STATEMENT/CERTIFICATION

The Contractor must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this Contract.

### SECTION I

I hereby certify that no official or employee of the Grantee or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Official (Type or Print)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State, Zip Code

### SECTION II

I hereby certify that the following named Grantee official(s) and employee(s) having material financial interest(s) [in excess of 5%] in this company have filed the appropriate Conflict of Interest statements with the Grantee prior to the beginning date of this Contract.

Name

Title or Position

Date of Filing

_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Certifying Official

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State, Zip Code

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it, and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;
  - b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in 1b. above, of this certification; and
  - d. Have not, within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
  
2. That if the prospective primary participant is unable to certify to any statements in this certification, such prospective primary participant shall attach an explanation to the proposal.

**Name & Title of Authorized Representative**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

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## **CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
2. If any other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification can be included in the award documents for all subawards at all tiers (including SubContracts, subgrants and Contracts under grants, loans, and cooperative agreements) and that all\* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Contractor/Name of Certifying Official

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Date

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## **CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

I, \_\_\_\_\_, an authorized representative of the Contractor do hereby make the following certification with respect to the execution of responsibilities assigned to the CLMRWDB by WIOA and the Drug-Free Workplace Act of 1988. The Contractor will:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying action that will be taken against employees for violation of such prohibition;
- b. Establish a drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The Contractor's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Make it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a) of this certification;
- d. Notify the employees in the statement required by paragraph (a) of this certification that, as a condition of employment under the grant, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the Contractor of any criminal drug statute conviction, for a violation occurring in the workplace, no later than five (5) days after such conviction; and
- e. Notify the CLMRWDB within ten (10) days after receiving notice under this subparagraph (d) (2), from an employee or otherwise receiving Actual notice of such conviction;
- f. Take one of the following actions, within 30 days of receiving notice under the subparagraph (d)(2), with respect to any employee who is so convicted:
  - 1. Take appropriate personnel action against such an employee, up to and

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including termination; or

- 2. Require such employee to participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, Local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

The Contractor shall insert in the space provided below the site(s) for the performance of work done in connection with the specific Contract.

Place of Performance (street address, city, state, zip code and county)

Contractor: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, ZIP Code: \_\_\_\_\_

County: \_\_\_\_\_

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Date

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**SWORN STATEMENT UNDER SECTION 287/133(3)(A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary  
public or other officer authorized to  
administer oaths.)

STATE OF

COUNTY OF

Before me, the undersigned authority, personally appeared \_\_\_\_\_ who,  
being by me first duly sworn, made the following statement:

1. The business address of \_\_\_\_\_ (Contractor) is.  
\_\_\_\_\_

2. My relationship to (Contractor) is \_\_\_\_\_  
(relationship such as sole proprietor, partner, president, vice president).

3. I understand a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public-entity crime, or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

Contract #PY \*\*\*\*\*

6. Neither the Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Contractor nor any affiliate of the Contractor has been convicted of a public entity crime subsequent to July 1, 1992.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Contractor who is active in the management of the Contractor or an affiliate of the Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vender list. The name of the convicted person or affiliate is \_\_\_\_\_, A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies.)

\_\_\_\_\_  
Signature/Date

Sworn to and subscribed before me in the state and county first mentioned above on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, (affix seal)  
Notary Public

\_\_\_\_\_,  
My Commission Expires

**CERTIFICATION REGARDING NONDISCRIMINATION & EQUAL  
OPPORTUNITY ASSURANCES  
(29 CFR Part 37 and 45 CFR Part 80)**

As a condition of the award of financial assistance from the Department of Labor under Title 1 of the WIOA, the CONTRACTOR assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I B financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The CONTRACTOR also assures that it will comply with 29 C.F.R. Part 37 and all other regulations implementing the laws listed above. This assurance applies to the CONTRACTOR'S operation of the WIOA Title I – financially assisted program or activity, and to all agreements the CONTRACTOR makes to carry out the WIOA Title I – financially assisted program or activity. The Contractor understands that Grantee and the United States has the right to seek judicial enforcement of the assurance.

By signing below, the CONTRACTOR certifies and assures that it will fully comply with the applicable assurances outlined above.

---

Name and Title of Authorized Representative

---

Signature

---

Date

**CERTIFICATION OF ASSURANCE OF COMPLIANCE WITH TITLE VI OF  
THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE  
REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION  
AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975.**

The CONTRACTOR provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

**THE CONTRACTOR HEREBY AGREES THAT IT WILL COMPLY WITH:**

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

The CONTRACTOR agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Contractor, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant/Recipient for the period during which it retains ownership or possession of the property. The Applicant/Recipient further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) below is/are authorized to sign this assurance, and commit the CONTRACTOR to the above provisions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Street

\_\_\_\_\_  
City, State, ZIP Code

**CONTRACTOR DISCLOSURE AND CERTIFICATION**

For the purposes of the contract between CareerSource Citrus Levy Marion (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

\_\_\_\_\_

(See list of board members on next page)

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.

\*\*\*"Relative" means father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law. 112.3143(1)(b), Fla. Stat.

I hereby certify that the information above is true and correct.

\_\_\_\_\_  
Date Filed

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Additional Certifications Applicable to this Contractor/Contract**  
**The contractor assures compliance with each of the additional required certifications applicable to this contract**

1. Trafficking Victims Protection Act of 2000: RWBs must include the requirements shown below in any grant you make to a private entity.

You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- I. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - II. Procure a commercial sex act during the period of time that the award is in effect; or
  - III. Use forced labor in the performance of the award or subawards under the award.
- 
2. Veteran's Priority of Service Provisions: Contractor agrees to be governed by the priority of service requirements of 38 USC 4215 and 20 CFR Part 1010. Section 4215 of Title 38 requires that priority of service be provided to veterans and spouses of certain service members and veterans for the receipt of employment, training, and placement services. Agreement by a program operator to implement priority of service is a condition of receipt of DOL funds.
  3. Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.
  4. Environmental Tobacco Smoke. In accordance with Part C of P.L. 103-227, the "Pro-Children Act of 1994," smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal Programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.



5. Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act will be American-made.

The person or persons whose signature(s) appear(s) below is/are authorized to agree to and sign these assurances, and commit the CONTRACTOR to all of the above provisions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Street

\_\_\_\_\_  
City, State, ZIP Code

**CAREERSOURCE CITRUS LEVY MARION - BOARD MEMBERS - AS OF XXXXX**

# AUTHORIZATION TO INCUR TRAVEL EXPENSES FOR ALL STAFF

**Program Year:**

Contractor/Provider/Agency: \_\_\_\_\_

STAFF NAME	POSITION/TITLE	TRAVEL ESTIMATE AMOUNT

Travel Justification: Attends local, community and out-of-state meetings, board/committee meetings, partner workgroups, meetings with subcontractors, training opportunities, events and conferences requiring vicinity mileage travel.

Agency Representative's Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Approved by CareerSource Citrus Levy Marion CEO or EVP

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## EXHIBIT I – Contract Dates

**JULY 1, 20\_\_ THROUGH JUNE 30, 20\_\_**

CLMRWDB will exercise its' option to extend this contract for a ONE YEAR period, **FOUR** YEARS TOTAL, “contingent” upon:

- (1) Funding received by CLMRWDB and
- (2) Satisfactory performance by the Contractor.

## **EXHIBIT II - Statement of Work/Scope of Work**

## **EXHIBIT III – Budget/Budget Narrative**

## **EXHIBIT IV – Performance Requirements**

## **EXHIBIT V – Job Descriptions and Resumes**



## EXHIBIT VI – Salary Structure

**EXHIBIT VII – RFP/ITN Page Noting Option to Renew  
(Excerpt from ITN)**

# EXHIBIT VIII – Report of Additional Funding/Expenditures Form

(Example of Form)

TO: CareerSource Citrus Levy Marion

<b>WORKFORCE CONTRACT AGREEMENT NUMBER</b>	
GRANTEE OF ADDITIONAL FUNDING (Name/Address):	
ADDITIONAL FUNDING APPROVAL DATE:	

**FUNDING/EXPENDITURE INFORMATION**

a. Funding/Grant Amount	\$	
b. Funds Received to Date	\$	
<b>Funds Allocated in the Following Manner:</b>		
c.	\$	
d.	\$	
e.	\$	
f.	\$	
g.	\$	

<p style="text-align: center;"><u>SIGNATURE OF PERSON AUTHORIZED IN AGREEMENT</u></p> <p>I hereby certify that the foregoing is a complete report of all additional funding that has/will be received, directly or indirectly, in addition to the funds received by CareerSource Citrus Levy Marion in reference to the _____ Project.</p> <p>_____</p> <p>Signature:</p>	<p>_____</p> <p>Title</p>	<p>_____</p> <p>Date</p>
---	---------------------------	--------------------------

FM-WC-019.Rev. Feb 1, 2013

**EXHIBIT IX**

**Sub-recipient DUNS and Federal Award Identifiers**

EXHIBIT – X

**SIGNATURE PAGE**

**IN WITNESSES WHEREOF**, the parties hereto have duly executed this Contract and in signing on the date written below, thereby validating this Contract, the parties also certify that each possesses legal authority to contract and bind their respective organizations in their capacity as a signatory official.

**CITRUS LEVY MARION REGIONAL  
WORKFORCE DEVELOPMENT BOARD, INC.**

\*\*\*\*\*

BY: \_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name of Signee

\_\_\_\_\_  
Typed Name of Signee

Board Chair  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**WITNESSES:**  
\_\_\_\_\_  
Signature

**WITNESSES:**  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

# 2022-2023 Internal Control Questionnaire and Assessment

Bureau of Financial Monitoring and Accountability  
Florida Department of Economic Opportunity

*September 19, 2022*

107 East Madison Street  
Caldwell Building  
Tallahassee, Florida 32399  
[www.floridajobs.org](http://www.floridajobs.org)



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## OVERVIEW

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### Introduction and Purpose

The Internal Control Questionnaire and Assessment (ICQ) was developed by the Florida Department of Economic Opportunity (DEO), Bureau of Financial Monitoring and Accountability, as a self-assessment tool to help evaluate whether a system of sound internal control exists within the Local Workforce Development Board (LWDB). An effective system of internal control provides reasonable assurance that management's goals are being properly pursued. Each LWDB's management team sets the tone and has ultimate responsibility for a strong system of internal control.

The self-assessment ratings and responses should reflect the controls in place or identify areas where additional or compensating controls could be enhanced. When the questionnaire and the certification are complete, LWDB's submit them to DEO by uploading to SharePoint.

### Definition and Objectives of Internal Control

Internal control is a process, effected by an entity's board of directors, management, and other personnel, designed to provide "reasonable assurance" regarding the achievement of objectives in the following categories:

- Effectiveness and efficiency of operations
- Reliability of financial reporting
- Compliance with applicable laws and regulations

The concept of reasonable assurance implies the internal control system for any entity will offer a reasonable level of assurance that operating objectives can be achieved.

#### ***Need for Internal Control***

Internal control helps to ensure the direction, policies, procedures, and practices designed and approved by management and the governing board are put in place and are functioning as designed/desired. Internal control should be designed to achieve the objectives and adequately safeguard assets from loss or unauthorized use or disposition, and to provide assurance that assets are used solely for authorized purposes in compliance with federal and state laws, regulations, and program compliance requirements. Additionally, Title 2, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, § 200.303 Internal controls, states:



The non-federal entity must:

- (a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with Federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- (b) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
- (c) Evaluate and monitor the non-federal entity's compliance with statutes, regulations, and the terms and conditions of federal awards.
- (d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive, or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

### ***What Internal Control Cannot Do***

As important as an internal control system is to an organization, an effective system will not guarantee an organization’s success. Effective internal control can keep the right people, such as management and the governing board members, informed about the organization’s operations and progress toward goals and objectives. However, this control cannot protect against economic downturns or make an understaffed entity operate at full capacity. Internal control can only provide *reasonable, but not absolute, assurance* the entity’s objectives can be met. Due to limitations inherent to all internal control systems, breakdowns in the internal control system may be caused by a simple error or mistake, or by faulty judgments made at any level of management. In addition, control may be circumvented by collusion or by management override. The design of the internal control system is dependent upon the resources available, which means there must be a cost-benefit analysis performed as part of designing the internal control system.

### ***Five Components of Internal Control***

- **Control Environment** – is the set of standards, processes, and structures that provide the basis for carrying out internal control across the organization. The board of directors and senior

management establish the tone at the top regarding the importance of internal control and expected standards of conduct.

- **Risk Assessment** – involves a dynamic and iterative process for identifying and analyzing risks to achieving the entity’s objectives, forming a basis for determining how risks should be managed. Management considers possible changes in the external environment and within its own business model that may impede its ability to achieve objectives.
- **Control Activities** – are the actions established by policies and procedures to help ensure that management directives mitigate risks so the achievement of objectives are carried out. Control activities are performed at all levels of the entity and at various stages within business processes, and over the technology environment.
- **Information and Communication** – are necessary for the entity to carry out internal control responsibilities in support of achieving its objectives. Communication occurs both internally and externally and provides the organization with the information needed to carry out day-to-day internal control activities. Communication enables personnel to understand internal control responsibilities and their importance to the achievement of objectives.
- **Monitoring** – are ongoing evaluations, separate evaluations, or some combination of the two used to ascertain whether the components of internal controls, including controls to affect the principles within each component, are present and functioning. Findings are evaluated and deficiencies are communicated in a timely manner, with serious matters reported to senior management and to the board of directors.

## Makeup of the ICQ

Subsequent sections of this document emphasize the “17 Principles” of internal control developed by the COSO and presented in the Internal Controls – Integrated Framework. The five components of internal control listed above are fundamentally the same as the five standards of internal control and reflect the same concepts as the “Standards for Internal Control in the Federal Government.”

The principles are reflected in groupings of questions related to major areas of control focus within the organization. Each question represents an element or characteristic of control that is or can be used to promote the assurance that operations are executed as management intended.

It should be noted that entities may have adequate internal control even though some or all of the listed characteristics are not present. Entities could have other appropriate internal control operating effectively that are not included here. The entity will need to exercise judgment in determining the most appropriate

and cost effective internal control in any given environment or circumstance to provide reasonable assurance for compliance with federal program requirements.

## Completing the Questionnaire

On a scale of 1 to 5, with “1” indicating the area of greatest need for improvements in internal control and “5” indicating that a very strong internal control exists, select the number that best describes your current operating environment. Please provide details in the comments/explanations column for each statement with a score of 1 or 2. **For questions requiring a narrative, please provide in the comments/explanations column.**

## Certification of Self-Assessment of Internal Controls

Attachment A, includes a certification which should be completed and signed by the LWDB Executive Director, reviewed and signed by the LWDB Chair or their designee, and uploaded to SharePoint.

## CONTROL ENVIRONMENT

		<i>Self-Assessment of Policies, Procedures, and Processes</i>					Comments/Explanations
		<i>Weak</i>		<i>Strong</i>			
		1	2	3	4	5	
<b>Principle 1. The organization demonstrates a commitment to integrity and ethical values.</b>							
1.	The LWDB's management and board of directors' commitment to integrity and ethical behavior is consistently and effectively communicated throughout the LWDB, both in words and deeds.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	The LWDB has a code of conduct and/or ethics policy that is periodically updated and has been communicated to all staff, board members, and contracted service providers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	When the LWDB hires employees from outside of the organization the person is trained or made aware of the importance of high ethical standards and sound internal control.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	The LWDB management has processes in place to evaluate the performance of staff and contracted service providers against the expected standards of conduct.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Principle 2. The board of directors demonstrates independence from management and exercises oversight of the development and performance of internal controls.</b>							
5.	The board of directors define, maintain, and periodically evaluate the skills and expertise needed among its members to enable them to question and scrutinize management's activities and present alternate views, and act when faced with obvious or suspected wrongdoing.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6.	The board of directors oversees the LWDB's design, implementation, and operation of the organizational structure so the board of directors can fulfil its responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7.	The board of directors and/or audit committee maintains a direct line of communication with the LDWB's external auditors and internal monitors.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8.	The board of directors establishes the expectations and evaluates the performance of the chief executive officer or equivalent role.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>Principle 3. Management establishes, with LDWB oversight, organizational structure, reporting lines, and appropriate authorities and responsibilities in the pursuit of objectives.</b>							
9.	Management periodically reviews and modifies the organizational structure of the LWDB in light of anticipated changing conditions or revised priorities. <b>Please provide the date of last review.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10.	Specific lines of authority and responsibility are established to ensure compliance with federal and state laws and regulations and a proper segregation of duties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11.	The LWDB management maintains documentation of controls, including changes to controls, to meet operational needs and retain organizational knowledge.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Principle 4. The organization demonstrates a commitment to attract, develop, and retain competent individuals in alignment with objectives.</b>							
12.	The LWDB's recruitment processes are centered on competencies necessary for success in the proposed role.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13.	The LWDB provides training opportunities or continuing education to develop and retain sufficient and competent personnel. Training includes a focus on managing awards in compliance with federal and state statutes, regulations, and the terms and conditions of the award.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14.	The LWDB has succession plans for senior management positions and contingency plans for assignments of responsibilities important for internal control.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Principle 5. The organization evaluates performance and holds individuals accountable for their internal control responsibilities in the pursuit of objectives.</b>							
15.	Job descriptions include appropriate knowledge and skill requirements for all employees. Components of performance expectations are consistent with federal and state requirements applicable to each position. For all employees, the LWDB regularly evaluates performance and shares the results with the employee.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

16.	The LWDB has mechanisms in place to ensure that all required information is timely published to the LWDB’s website in a manner easily accessed by the public in compliance with laws, regulations, and provisions of grant agreements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17.	The LWDB’s management structure and tone at the top helps establish and enforce individual accountability for performance of internal control responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
18.	The LWDB has policies, processes and controls in place to evaluate performance and promote accountability of contracted service providers (and other business partners) and their internal control responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

## RISK ASSESSMENT

		<i>Self-Assessment of Policies, Procedures, and Processes</i>					Comments/Explanations
		<i>Weak</i>		<i>Strong</i>			
		1	2	3	4	5	
<b>Principle 6. The organization defines objectives clearly to enable the identification of risks and define risks tolerances.</b>							
19.	Management establishes a materiality threshold for each of its major objectives and identifies risk at each location where the LWDB conducts activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
20.	Management uses operational objectives as a basis for allocating the resources needed to achieve desired operational and financial performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
21.	The LWDB sets entity-wide financial reporting controls and assesses the risks that those controls will not prevent material misstatements, errors, or omissions in the financial statements. Financial reporting controls are consistent with the requirements of federal awards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

## RISK ASSESSMENT

		<i>Self-Assessment of Policies, Procedures, and Processes</i>					Comments/Explanations
		<i>Weak</i>		<i>Strong</i>			
		1	2	3	4	5	
<b>Principle 7. The organization identifies risks to the achievement of its objectives across the organization and analyzes risks as a basis for determining how the risks should be managed.</b>							
22.	Management ensures that risk identification and analysis consider internal and external factors and their potential impact on the achievement of objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
23.	The LWDB adequately and effectively manages risks to the organization and has designed internal controls in order to mitigate the known risks. <b>What new controls, if any, have been implemented since the prior year and which organizational risks do they mitigate?</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
24.	The LWDB's risk identification/assessment is broad and includes both internal and external business partners and contracted service providers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Principle 8. The organization considers the potential for fraud in assessing risks to the achievement of objectives.</b>							
25.	The LWDB periodically performs an assessment of each of its operating locations' exposure to fraudulent activity and how the operations could be impacted.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
26.	The LWDB's assessment of fraud risks considers opportunities for: <ul style="list-style-type: none"> <li>• unauthorized acquisition, use and disposal of assets;</li> <li>• altering accounting and reporting records;</li> <li>• corruption such as bribery or other illegal acts; and</li> <li>• other forms of misconduct, such as waste and abuse.</li> </ul> <b>Provide a narrative of the system/process for safeguarding cash on hand, such as prepaid program items (i.e. gas cards, Visa cards) against unauthorized use/distribution.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>Principle 9. The organization identifies, assesses, and responds to changes that could significantly impact the system of internal control.</b>						
27.	The LWDB has mechanisms in place to identify and react to significant changes presented by internal conditions including the LWDB's programs or activities, oversight structure, organizational structure, personnel, and technology that could affect the achievement of objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28.	The LWDB has mechanisms in place to identify and react to significant changes presented by external conditions including governmental, economic, technological, legal, regulatory, and physical environments that could affect the achievement of objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29.	Considering significant changes affecting the LWDB, existing controls have been identified and revised to mitigate risks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## CONTROL ACTIVITIES

		<i>Self-Assessment of Policies, Procedures, and Processes</i>					Comments/Explanations
		<i>Weak</i>		<i>Strong</i>			
		1	2	3	4	5	
<b>Principle 10. The organization selects and develops control activities that contribute to the mitigation of risks to the achievement of objectives to acceptable levels.</b>							
30.	The LWDB has a written business continuity plan which includes contingencies for business processes, assets, human resources, and business partners, and is periodically evaluated and updated to ensure continuity of operations to achieve program objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
31.	Controls employed by the LWDB include authorizations, approvals, comparisons, physical counts, reconciliations, supervisory controls, and ensure allowable use of funds. <b>What type of training is provided to program and administration staff to ensure the allowable use of grant funds?</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



Principle 11. The organization selects and develops general control activities over technology to support the achievement of objectives.						
32.	The LWDB periodically (e.g., quarterly, semiannually) reviews system privileges and access controls to the different applications and databases within the IT infrastructure to determine whether system privileges and access controls are appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33.	Management selects and develops control activities that are designed and implemented to restrict technology access rights to authorized users commensurate with their job responsibilities and to protect the organization's assets from external threats.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34.	Management has identified the appropriate technology controls that address the risks of using applications hosted by third parties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35.	The LWDB has considered the protection of personally identifiable information (PII), as defined in section 501.171(1)(g)1, F.S., of its employees, participants/clients and vendors, and have designed and implemented policies that mitigate the associated risks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
36.	The LWDB has established organizational processes and procedures to address cybersecurity risks to its critical information infrastructure. (Reference: National Institute of Standards and Technology (NIST) Cybersecurity Framework) <b>What measures are being taken to address the risk of cybersecurity in the organization?</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Principle 12. The organization deploys control activities through policies that establish what is expected and procedures that put policies into action.</b>							
37.	The LWDB has policies and procedures addressing proper segregation of duties between the authorization, custody, and recordkeeping for the following tasks, if applicable: Prepaid Program Items (Participant Support Costs), Cash/Receivables, Equipment, Payables/Disbursements, Procurement/Contracting, and Payroll/Human Resources.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
38.	The LWDB has written procedures that minimize the time elapsing between the receipt of advanced funds and disbursement of funds as required by 2 CFR 200.305(b)(1).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
39.	The LWDB has processes to ensure the timely submission of required reporting (i.e., financial reports, performance reports, audit reports, internal monitoring reviews, or timely resolution of audit findings).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
40.	The LWDB has a records retention policy and has implemented internal controls to ensure all records are retained, safeguarded, and accessible, demonstrating compliance with laws, regulations, and provisions of contracts and grant agreements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
41.	LWDB periodically reviews policies, procedures, and related control activities for continued relevance and effectiveness. Changes may occur in personnel, operational processes, information technology, or governmental regulations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

## INFORMATION AND COMMUNICATION

		Self-Assessment of Policies, Procedures, and Processes					Comments/Explanations
		Weak		Strong			
		1	2	3	4	5	
<b>Principle 13. The organization obtains or generates and uses relevant, quality information to support the functioning of internal control.</b>							
42.	Federal, state, or grant program rules or regulations are reviewed by one or more of the following: governing board, audit, finance or other type committee. <b>How often are these reviewed?</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
43.	The LWDB considers both internal and external sources of data when identifying relevant information to use in the operation of internal control.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
44.	The LWDB has controls in place to ensure costs are accurately recorded and allocated to the benefiting federal/state fund or grant.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Principle 14. The organization internally communicates quality information, including objectives and responsibilities for internal control, necessary to support the functioning of internal control.</b>							
45.	Communication exists between personnel, management, and the board of directors so that quality information is obtained to help management achieve the LWDB's objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
46.	There is a process to quickly disseminate critical information throughout the LWDB when necessary. <b>Provide a description of the dissemination process.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
47.	Management has a process for the development, approval and implementation of policy updates and communicates those updates to staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Principle 15. The organization communicates with external parties regarding matters affecting the functioning of internal controls.						
48.	The LWDB has a means for anyone to report suspected improprieties regarding fraud; errors in financial reporting, procurement, and contracting; improper use or disposition of equipment; and misrepresentation or false statements. <b>Describe the process of how someone could report improprieties. Who receives/processes/investigates, etc.?</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
49.	The LWDB has processes in place to communicate relevant and timely information to external parties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
50.	The LWDB has processes in place to communicate the results of reports provided by the following external parties: Independent Auditor, DEO Bureau of Financial Monitoring and Accountability, DEO Bureau of One-Stop and Program Support, DEO Office of Inspector General, Florida Auditor General, and federal awarding agencies (U.S. Department of Labor, U.S. Department of Health and Human Services, and U.S. Department of Agriculture to the Board of Directors).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## MONITORING ACTIVITIES

<i>Self-Assessment of Policies, Procedures, and Processes</i>					Comments/Explanations
<i>Weak</i>		<i>Strong</i>			
1	2	3	4	5	

Principle 16. The organization selects, develops, and performs ongoing and/or separate evaluations to ascertain whether the components of internal controls are present and functioning.						
51.	The LWDB periodically evaluates its business processes such as cash management, comparison of budget to actual results, repayment or reprogramming of interest earnings, draw down of funds, procurement, and contracting activities. <b>Describe the process of how funding decisions are determined. What is the criteria, who initiates/approves, etc.?</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## MONITORING ACTIVITIES

		<i>Self-Assessment of Policies, Procedures, and Processes</i>					Comments/Explanations
		<i>Weak</i>		<i>Strong</i>			
		1	2	3	4	5	
52.	The LWDB considers the level of staffing, training and skills of people performing the monitoring given the environment and monitoring activities which include observations, inquiries and inspection of source documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
53.	LWDB management periodically visits all career center locations in its local area (including subrecipients) to ensure the policies and procedures are being followed and functioning as intended. <b>When was the most recent visit performed, by whom, and who were the results communicated to?</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Principle 17. The organization evaluates and communicates internal control deficiencies in a timely manner to those parties responsible for taking corrective action, including senior management and the board of directors, as appropriate.</b>							
54.	The LWDB management takes adequate and timely actions to correct deficiencies identified by the external auditors, financial and programmatic monitoring, or internal reviews.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
55.	The LWDB monitors all subrecipients to ensure that federal funds provided are expended only for allowable activities, goods, and services and communicates the monitoring results to the board of directors. <b>Are subrecipient monitoring activities outsourced to a third party? If so, provide the name of the party that performs the subrecipient monitoring activities.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

## ATTACHMENT A

### Florida Department of Economic Opportunity Certification of Self-Assessment of Internal Controls

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Local Workforce Development Board Number: \_\_\_\_\_

**To be completed by the Executive Director:**

A self-assessment of internal control has been conducted for the 2022-2023 fiscal monitoring period. As part of this self-assessment, the Internal Control Questionnaire developed by the Florida Department of Economic Opportunity has been completed and is available for review.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**To be completed by the Board Chairperson or their designee:**

I have reviewed the self-assessment of internal control that was conducted for the 2022-2023 fiscal monitoring period.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Please scan and upload to SharePoint an executed copy of this certification on or before **October 19, 2022**.